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INDUSTRIAL AGREEMENT

By and Between:

Construction, Maintenance and Allied Workers Canada (CMAW)

Construction & Specialized Workers' Union Local 1611 (CSWU)

International Union of Operating Engineers Local 115 (IUOE)

Operative Plasterers' and Cement Masons' Local 919 (OPCMIA)

(Hereinafter referred to as the "Unions")

And:

Kingston Construction Ltd.

Smith Bros. & Wilson (BC) Ltd.

Western Industrial Contractors Ltd.

(Hereinafter referred to as the "Employer")

November 1, 2024 to October 31, 2027

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CMAW CANADA

Established in 2004, Construction, Maintenance and Allied Workers Canada's role is to establish and maintain the best possible standards of pay, benefits and working conditions for members; to organize the unorganized; to promote progressive labour and human rights legislation; to cooperate with other unions and organizations to achieve these aims; to encourage social unionism; to promote and champion workers' legitimate struggles; to provide aid and assistance to members so they may share in benefits of collective agreements and favourable employment legislation; and to inform and educate workers on the principles and policies of the organization and the benefits they may achieve through organization and collective bargaining. Construction, Maintenance and Allied Workers Canada has agreements with over 130 contractors and a membership of 7,000.

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For CMAW Benefit Plan Enquiries:

Green Shield Canada	Telephone: 1.888.711.1119	Fax: 604.444.4413

For EFAP (Employee & Family Assistance Plan) Enquiries 24/7:

Inkblot: www.cmawefap.ca to register

Construction Locals

Alberta	403.879.2635	Kitimat/Prince Rupert	250.624.5617
Thompson Okanagan	250.542.8814	Vancouver, Lower Mainland, Fraser	604.437.0491
Prince George	250.564.6043	Valley & Whistler	
Vancouver Island & Sunshine Coast	250.287.2422	Castlegar	250.365.2813

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ARTICLE 1.000 OBJECTS

The objects of this Agreement are to: stabilize the construction industry, provide fair and reasonable working conditions and job security for employees in the industry, promote harmonious employment relationships between Employers and employees, provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement, prevent strikes and lockouts, enable the skills of both Employers and employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented, and promote good public relations.

ARTICLE 2.000 EFFECTIVE DATE AND DURATION

2.100 This Agreement shall be for the period from and including November 1, 2024 to and including October 31, 2027, and from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of expiry of such Agreement, which is October 31, 2027, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to such Agreement to commence collective bargaining.

2.200 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new collective agreement.

2.300 The operation of Section 50 (2) and Section 50 (3) of the Labour Relations Code is hereby excluded.

2.400 A copy of this Agreement shall be filed with the LRB.

ARTICLE 3.000 EXTENT

3.100 **Work Jurisdiction**

3.101

(a) This Agreement shall govern only industrial work which is within the work jurisdiction of the carpenter, labourer and operating engineer and which is being performed by bargaining unit members who are employees of the employer that performs industrial work. The work jurisdiction of the carpenter, labourer and operating engineer shall be as determined from time to time by the Umpire of the Jurisdictional Assignment Plan.

(b) Notwithstanding any/all contrary provisions of this Agreement, unless otherwise mutually agreed by the parties, in writing, all work performed within the Lower Mainland/Fraser Valley shall be governed by the Commercial/

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Institutional Agreement, other than work performed on an industrial project(s) where all employers that were legitimately competing for the available work are signatory with a BCBCBTU affiliate union(s).

3.102 All work performed which requires the tools, skills or ability of a tradesperson shall be performed by a member of the Unions. Notwithstanding the foregoing, one (1) representative of an Employer who is not a member of the Unions shall be allowed to work and/or provide direction on a project.

3.200 Subcontracting

The Employer signatory to this Agreement shall not subcontract any work which is otherwise governed by the terms of this Agreement except to an Employer who is signatory to either this Agreement, or to another agreement with the Unions signatory to this agreement.

3.300 Union Security and Affiliation

3.301 Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s) for:

(a) rendering assistance to labour organizations, and/or

(b) refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an Employer whose employees are on strike against or are locked out by an Employer.

ARTICLE 4.000 MONETARY PACKAGE

4.100 Monetary Package Increases

The following monetary package increases shall apply to the May 1, 2025 employee classifications on all non-enabled industrial projects. The Union shall retain the right to distribute the increases, at its discretion, between the Journeyperson Base Rate, VP/SHP, Employer contribution to Benefits, and Employer contribution to the Pension Plan.

Effective May 01, 2025 Inside – Monetary Package Increase of $1.70
Effective May 01, 2025 Outside – Monetary Package Increase of $1.34

4.200 Allocation of Monetary Package

4.201 No monies may be transferred from the wage package (inclusive of wages, vacation and statutory holiday pay) to Employer contributions (inclusive of Benefits, the Pension Plan, and all other Employer contributions) without the prior

mutual agreement, in writing, of the parties.

4.202 Notwithstanding Article 4.201, neither party shall unreasonably withhold their mutual agreement with respect to determining the allocation of the monetary package increases provided for in Article 4.100 between the wage package and Employer contributions. In particular, the Union retains the right, at their sole discretion, to allocate sufficient additional monies to the Employer contribution to Benefits.

4.300 Wages and Premiums

4.301 Minimum Straight Time Hourly Wage Rates

The minimum straight time hourly wage rates as provided for within the attached Schedules shall apply to all work performed in accordance with this Agreement. Notwithstanding the foregoing, refer to Articles 4.302 through Article 4.303 for important clarifications and exceptions.

4.302 First Aid Attendant

An employee who acts as a first aid attendant shall have their otherwise applicable straight time hourly wage rate increased by seventy-five cents ($0.75) per hour earned.

4.303 Helicopters

(a) An employee who, during the course of a shift, is required to work directly with a helicopter, shall have their otherwise applicable hourly wage rate increased by 25%. Such increase shall be paid for all hours of work performed on such shift.

(b) The words, "to work directly with a helicopter" contained in Article 4.303 (a) shall be deemed to apply only to an employee expressly and specifically directed to perform work simultaneously, and in conjunction with, the use of a helicopter at his station of work. Nothing in Article 4.303 (a) shall be construed or interpreted in such manner as will entitle an employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter, or for work in advance of, or preparatory to, operations subsequently performed with the use of a helicopter.

(c) Article 4.303 (a) shall not apply to an employee who, during the course of a day, is not required to work with a helicopter, but who is transported to the project by helicopter. Notwithstanding the foregoing, such an employee shall receive a premium of one (1) additional hour per shift at their otherwise applicable minimum straight time hourly wage rate.

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4.400 Employee Classifications

Unless otherwise restricted elsewhere within this Agreement, all employee classifications shall be entitled to receive annual vacation pay, statutory holiday pay, overtime premiums, shift premiums, travel allowances and any/all other premiums and/or allowance provided pursuant to this Agreement. For additional, trade specific classifications please see Appendix "C".

4.401 Foreperson

(a) A Foreperson shall be defined as an employee who issues orders or gives direction to other employees. All direction given to an employee(s) shall be provided by the Foreperson to whom such employee(s) is regularly assigned. When more than six (6) employees are employed, a "non-working" Foreperson shall be employed. The Employer shall not divide employees into several crews for the purpose of not having to employ a "non-working" Foreperson.

(b) The minimum straight time hourly wage rate for a Foreperson shall be 115% of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project.

(c) The minimum straight time hourly wage rate for a General Foreperson shall be 122% of the applicable Journeyperson minimum straight time hourly wage rate on the project. In addition to such rate, a General Foreperson shall also be paid all other premiums (i.e. holiday pay, overtime, etc.) which otherwise apply in accordance with this agreement. It is at the Employers' sole discretion to employ a General Foreperson or not to employ a General Foreperson on any project(s).

4.402 Apprentices

(a) Employers shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for everyone (1) Journeyperson. Such ratio shall apply on a company wide basis.

(b) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Certified Journeyperson on the project.

1st Term (60%) 2nd Term (65%) 3rd Term (80%) 4th Term (90%)

Please refer to Trade Specific Addendums for other Apprenticeship rates.

(c) Please see Appendix "E" for additional information pertaining to the Operating Engineers.

4.500 Annual Vacation and Statutory Holidays

4.501 Vacation Pay and Statutory Holiday Pay

Annual vacation pay and statutory holiday pay shall be at the percentage of gross earnings as stated in the attached wage schedules. Annual vacation pay and statutory holiday shall be paid to each employee on each pay cheque and upon termination of employment.

4.502 Annual Vacation

An employee may take up to three (3) weeks annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the employee and the Employer.

4.503 Statutory Holidays

(a) The following statutory holidays shall apply to all work governed by this Agreement. Refer also to Appendix "B".

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding BC Day, BC Day, the Friday preceding Labour Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

(b) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.

4.600 Employer Contributions

The Employer contributions as provided for within the attached Schedules shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of "hours earned".

4.601 Benefits

The Employer shall contribute the required amount(s) to Benefits in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.

4.602 Pension Plan

(a) The Employer shall contribute the required amount(s) to the Pension Plan in

the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.

4.603 Administration Fund

The Employer shall contribute to the Administration Fund in the manner set forth in Article 5.000. The CMAW amount of such employer contribution shall be $0.40 per hour earned. For contribution amount(s) specific to the Labourers and Operating Engineers, please refer to the attached wage schedules.

4.604 Training Fund

The Employer shall contribute to the Training Fund in the manner set forth in Article 5.000. The CMAW amount of such employer contribution shall be $0.20 per hour earned. For contribution amount(s) specific to the Labourers and Operating Engineers, please refer to the attached wage schedules.

4.605 Carpentry Employers Association of BC (CEA)

(a) The Employer shall contribute the required amount(s) to the CEA in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules. Notwithstanding the foregoing, CEA may alter such amount(s) by providing the Union with 60 calendar days' written notice.

(b) The Union shall collect and forward to CEA, without exception, all monies designated for CEA and received in accordance with the Monthly Report to the Administrator. Payment to CEA shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.

4.606 Jurisdictional Assignment Plan (JAPlan)

The Employer shall contribute the required amount(s) to the JAPlan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules. The JAPlan, as agreed to between the BCBT and CLR, shall be binding upon the parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAPlan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to

the ruling.

4.700 Employee Deductions

Notwithstanding any contrary interpretation of Article 4.700, the Union may, pursuant to the *Labour Relations Code*, alter any existing required Employee deduction amount(s) and/or implement any new Employee deduction amount(s), by providing CEA with 60 calendar Days' written notice of its intention to do so,

4.701 Field Dues

The Employer shall deduct the required amount(s) for Field Dues and shall process such deductions in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.

4.702 Local Check-Off

The Employer shall deduct the required amount(s) for Local Check-Off when working within the respective geographical jurisdiction of each Local(s) which requires same, and shall process such deduction in the manner set forth in Article 5.000. Each Local retains the right to not require the deduction of Local Check-Off.

4.800 Payment of Wages

Notwithstanding any/all contrary provisions contained within this Agreement; all payroll shall be processed in a manner consistent with CRA regulations.

4.801 The Employer shall, at least every second Friday, pay to each employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the employee to a day not more than seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.

4.802 The Employer shall pay all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an employee at the time of termination of employment. Alternatively, in the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.

4.803 The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (i) employee's name, (ii) number of straight time hours

worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings. Notwithstanding the foregoing, cheque statements may be provided electronically via secure internet/email.

4.804 Where an employee is not paid in accordance with Articles 4.801 and 4.802, such employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions.

4.900 Payroll Failures

4.901 Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

ARTICLE 5.000 MONTHLY REMITTANCES

The timely remittance of Employer contributions and employee deductions required in accordance with this Agreement is essential for the protection of the employees and other beneficiaries.

5.100 General Provisions

5.101 The Employer shall remit all Employer contributions and employee deductions required under the terms of this Agreement, on behalf of all employees working under the terms of this Agreement. Refer to the attached Schedules.

5.102 Such Employer remittance shall:

(a) be made by a single payment, payable to the Benefit and Pension Plans Administrators, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and

(b) be accompanied by a correctly completed Monthly Report to the Administrator, and

(c) be received by the Benefit and Pension Plans Administrators not later than the 15th day of the month following that for which such payments are payable.

5.103

(a) The Union designated Plan Administrator shall, once each month after

receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.

(b) Notwithstanding Article 5.103 (a), the Union designated Plan Administrator may deduct a monthly administration handling fee from each amount to be allocated and/or distributed, providing such fee does not exceed five percent (5%), to a maximum of one hundred dollars ($100.00), of the amount to be allocated and/or distributed.

5.200 "Nil" Reports

The Employer shall submit a "Nil" report if such Employer had employed no employees during the period for which payments would otherwise have been payable. Notwithstanding the foregoing, the Employer shall not be required to submit a "Nil" report for a period in which no employees had been employed, if the Union has been notified, in writing, that such Employer is no longer in business.

5.300 Delinquent Remittance

5.301 In the event the Employer fails to remit Employer contributions and employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion, take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

5.302 The Union shall advise the Employer within 48 hours in writing of any delinquency. If the Employer fails to respond within 48 hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union may, at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

5.400 Monthly Report to the Administrator

The Union shall supply Employers with copies of the Monthly Report to the Administrator, and the Union shall bear the cost of producing such Reports.

ARTICLE 6.000 HOURS OF WORK AND OVERTIME

6.100 Regular Hours

6.101 Eight (8) hours shall constitute the regular work day and five (5) days, 40 hours

shall constitute the regular work week.

6.102 The regular work week shall be between 8:00 am Monday and 4:30 pm Friday, and the regular work day shall be as per the following schedule:

Straight Time:	8:00 am to 12:00 noon	4.0 hours
Meal:	12:00 noon to 12:30 pm	0 hours
Straight Time:	12:30pm to 4:30 pm	4.0 hours
Total Straight Time Hours:		8.0 hours

6.103 Starting and Stopping Times

Notwithstanding any/all contrary provisions of this Agreement:

(a) This article shall apply to all shifts, including but not limited to those shifts worked on a compressed work week schedule.

(i) The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion.

(ii) The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of Union members employed on such project. Notwithstanding the foregoing, if the starting and stopping time is varied by more than one (1) hour, the Union shall retain the right to revote the Union members employed on such project one over the duration of the project.

(iii) The Employer shall be responsible for a suitable signal for all starting and stopping times.

(b) The starting time of the employees shall be from the designated "lay down" area, lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

6.104 Notice of Termination

The Employer shall provide an employee with one (1) hours' notice of termination, or one (1) hour's pay in lieu thereof. The employee shall use such notice to gather their personal tools and prepare such tools for the next project.

6.200 Overtime Hours

Overtime work shall be voluntary, and no employee shall be discriminated against for refusal to work overtime hours.

6.201 The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate.

6.202 All other overtime hours, including all hours worked in excess of ten (10) hours per day, Monday through Friday, and all hours worked on Saturdays, Sundays, and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.203 Notwithstanding any/all contrary provisions of this Agreement, a minimum break of eight (8) hours shall be provided to an employee between the end of one (1) working shift and the commencement of such employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such employee's next working shift shall be deemed to be overtime hours and shall be paid accordingly.

6.300 Compressed Work Week

A compressed work week may be established by the Employer with the mutual agreement of the Union. Alternatively, the Employer may establish a compressed work week without the mutual agreement of the Union if requested to do so by the project client. The Employer shall notify the Union, in writing, upon receiving such a request. The terms and conditions of such compressed work week shall supersede any/all contrary provisions of this Agreement.

6.301 Hours of Work

(a) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.

(b) Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.

(c) Notwithstanding Articles 6.301 (a) and (b), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

6.302 Overtime

Overtime work shall be voluntary, and no employee shall be discriminated against for refusal to work overtime hours.

(a) The first ten (10) hours of overtime worked on the Friday of a Monday

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through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate.

(b) All other overtime hours, including all hours worked in excess of ten (10) hours per day during the regular work week, and all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.303 Statutory Holidays

All statutory holidays which occur during a compressed (or alternate) work week shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday. All statutory holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

6.400 <u>Shifts</u>

6.401

(a) The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon shift and/or a night shift.

(b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutives days shall be necessary to constitute a night shift. Where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates.

6.402 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift. Such shift premium shall be payable in accordance with Articles 6.402 (a) and 6.402 (b). Notwithstanding the foregoing, such shift premiums shall <u>not</u> be payable on Saturdays, Sundays or statutory holidays.

(a) Day Shift

No shift premium.

(b) Afternoon Shift and Night Shift

A shift premium of six dollars ($6.00) per hour worked shall be added to the otherwise applicable Trade Classification minimum hourly wage rate. Such shift premium shall be the same amount regardless of whether it is paid on a straight time hour or an overtime hour, and shall be recalculated accordingly for all other employee classifications pursuant to each respective corresponding wage rate percentage.

(i) Holiday pay shall not be payable on a shift premium.

(ii) Second and subsequent meal breaks shall not be considered as hours worked.

(iii) Overtime shall be payable for all hours of work performed in excess of eight (8) hours per shift. Refer also to Article 6.203.

(iv) An Afternoon Shift shall be defined as any shift which commences at any time after 9:00 am but before 8:30 pm. A Night Shift shall be defined as any shift which commences at any time on or after 8:30 pm but on or before 1:00 am.

6.500 Call-Out Time

6.501 When an employee is called out for work, the Employer shall pay such employee for a minimum of one-half (½) of the scheduled shift hours at the otherwise applicable straight time or overtime hourly rate, regardless of whether or not the employee actually commenced work. Notwithstanding the foregoing, when an employee works more than one-half (½) of the scheduled shift hours, the Employer shall pay such employee for the full shift.

6.502 Notwithstanding Article 6.501, when work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide which employees shall be required to work inside and the Job Steward shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.

6.503 Notwithstanding Article 6.501 and/or Article 6.502, in the event an employee reports to work after the scheduled start time of his/her shift, and/or elects to leave work prior to the scheduled completion of his/her shift, such employee shall only be paid for actual hours worked.

6.600 Rest Breaks

6.601 Two (2) rest breaks of ten (10) minutes duration each shall be provided during a

scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, a third rest break of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.702.

6.602 Notwithstanding Article 6.601, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of 15 minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the employees have been so advised prior to the completion of the previous days' shift.

6.603 Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.

6.700 Meal Breaks

6.701 Regularly Scheduled Shifts of Ten (10) Hours or Less

One (1) meal break of one-half (½) hour shall be provided on all regularly scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

6.702 Shifts in Excess of Ten (10) Hours

Additional meal breaks are required on all shifts in excess of ten (10) hours. The foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to Appendix "F" (Letter of Interpretation Re: Meal Breaks) for details.

ARTICLE 7.000 TRAVEL PREMIUMS AND OUT-OF-TOWN PROJECTS

7.100 Daily Travel Allowance

Effective November 1, 2012, all metro zones on Vancouver Island have been eliminated. As a result, from this date onward, a daily travel allowance may be applicable on Vancouver Island projects in accordance with Article 7.200.

7.101 Metropolitan Areas

No daily travel allowance shall be payable on any project located within the Lower Mainland/Fraser Valley metropolitan area.

7.102 Local Resident Employees

Refer to Appendix "A" for definition of Local Resident Employee.

(a) No daily travel allowance shall be payable to any local resident employee on any project located inside the Lower Mainland/Fraser Valley. A daily travel allowance, pursuant to the following schedule, shall be paid to any local resident employee who uses his/her own vehicle to travel daily from his/her residence to a project located outside of the Lower Mainland/Fraser Valley.

First 40 road kilometres, each way, each day not applicable

All additional road kilometres, each way, each day Maximum allowed by the CRA

(b) The daily travel allowance shall be non-taxable to the extent allowed by the Canada Revenue Agency for mileage expense reimbursements.

7.103 Out-of-Town Projects

Notwithstanding any/all contrary provisions of Article 7.203, alternative daily travel arrangements may be established on out-of-town projects upon the mutual agreement of the Union and the Employer.

(a) No daily travel allowance and/or daily travel time shall be payable to an employee who selects Option #1 in accordance with Article 7.401.

(b) A daily travel allowance shall be payable to an employee who selects Option #2 in accordance with Article 7.401. Refer to Article 7.401, Option #2, for details.

(c) Where Employer supplied transportation is provided, such transportation shall conform with, and operate in compliance with, all applicable provincial government regulations and standards, including but not limited to the *Motor Vehicle Act* and the *Workers Compensation Act.*

7.200 Non Local Resident Employee – Initial and Terminal Travel Allowance

This Article does not apply to Local Resident Employees. Refer to Appendix "A" for definition.

7.201

(a) The Employer shall pay an initial and terminal travel allowance, pursuant to the following schedule, to any non local resident who is directed or dispatched to an out-of-town project. Such schedule shall be subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage reimbursements as published annually by the Canada Revenue Agency shall be paid.

Effective January 1, 2019: Maximum allowed by the CRA

(b) Such allowance shall be payable each way, and the distance travelled shall be calculated using Google Maps from the employee's permanent residence to the project, via the most direct route. Notwithstanding the foregoing, a non local resident employee shall not alter his/her residence of record with an intention to increase the travel allowance which would otherwise apply. In the event of a dispute, the Parties agree that a non local resident employee's home address on file with the Union office shall prevail and a PO Box shall not constitute a residence or home address.

(c) Refer to Article 7.202 for further clarification and exceptions.

7.202 Notwithstanding any/all contrary provision(s) of this Agreement:

(a) Ferry Fares

The Employer shall reimburse an employee, upon the submission of the appropriate receipts, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. Such ferry fares shall be limited to one (1) standard length/height vehicle plus driver, each way. Tolls shall not be a reimbursable expense.

(b) Air Travel

Where an employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.

(i) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.

(ii) The Employer shall pre-arrange the air travel to/from the airport nearest the employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an employee to fly "standby".

(iii) The employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

(c) Standard "Lump Sum" Amount Option

Where a variety of travel distances exist for employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal

travel allowance "lump sum" amount which shall be paid to all applicable employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

(d) Timing of Payment

The Employer shall ensure that an employee receives payment for the applicable initial travel allowance and any/all applicable reimbursements for incurred expenses (i.e. ferry fares, etc.) within seven (7) calendar days of the employee's first shift on the project. Notwithstanding the foregoing, the Union and the Employer may mutually agree to vary this requirement. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

(e) Termination of Employment

In the event an employee voluntarily terminates his/her own employment after having been on the project for less than 15 calendar days, the Employer shall not be required to pay the employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the employee's final pay cheque.

7.300 Room and Board

This Article does not apply to Local Resident Employees. Refer to Appendix "A" for definition.

7.301 Each employee shall select one (1) of the following options prior to commencing work on an out-of-town project, and such selection shall apply for the duration of the employee's employment on such project.

The choice of options shall be at the sole discretion of the employee, and the employee shall provide the Employer with written notice of their selection upon request. The Employer shall likewise provide a copy of the employee's written notice of selection to the Union upon request. Both options shall be payable on the basis of seven (7) days per week.

Option #1:

The Employer shall provide a non local resident employee with a daily lump sum Living Out Allowance (LOA) of:

Year 1 - $200.00
Year 2 - $200.00
Year 3 – As per CLR

Option #2:

(a) The Employer shall provide a non local resident employee with a single room plus daily meal allowance as below:

Year 1 - $87.50
Year 2 - $92.50
Year 3 – As per CLR

(b) No daily travel time shall be paid to an employee who selects Option #2, however the following terms and conditions shall be applicable.

(i) If the Employer provided room is 40 road kilometres or less from the project, no daily travel allowance shall be paid.

(ii) If the Employer provided room is more than 40 road kilometres from the project, a daily travel allowance shall be paid, each way, to/from the 40 road kilometer boundary, pursuant to the following schedule. Such allowance shall be subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.

To/from the 40 road kilometer boundary,	not applicable
All additional road kilometres	Maximum allowed by the CRA

(iii) If the employee(s) requested to use air travel to the project in accordance with Article 7.302 (b), Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis.

(iv) If the employee(s) did not request to use air travel to the project in accordance with Article 7.302 (b), no Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis, and the employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.

(v) Notwithstanding any/all contrary provisions of this Agreement, any employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).

7.302 If an employee resides more than 70 kilometres from the project and such employee would otherwise be required to travel daily between the project and his residence between November 1st through April 30th annually, such employee may request the Employer to mutually agree to designate the project as a temporary

out-of-town project. Notwithstanding the foregoing, a temporary out-of-town project designation may apply only during the period November 1st through April 30th.

(a) The Employer shall consider each such request on its individual merits, and shall advise the employee whether or not their request has been mutually agreed to. Notwithstanding the foregoing, the Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the employee due to inclement winter road conditions.

(b) If the project is designated as a temporary out-of-town project, the employee shall be deemed to have selected Room and Board Option #1 in accordance with Article 7.401, and shall no longer travel daily between the project and his residence.

7.400 Pre-Tender and Pre-Job Conferences

It is strongly recommended that the Employer reviews with the Union the intended application of all travel and accommodation provisions with respect to an out-of-town project in order to confirm that a common understanding exists. Such review and confirmation should take place prior to the commencement of work, or if possible, prior to the date of tender.

7.500 Periodic Leave and Compassionate Leave

7.501

(a) On out-of-town projects of over 50 calendar days' duration, a periodic leave shall be made available to employees every 40 calendar days.

(b) When leave is desired in accordance with Article 7.601 (a), an allowance for periodic leave shall be provided by the Employer on a "use it or lose it" basis, in accordance with the following formula. Such allowance shall be paid only once for each periodic leave.

0 km to 250 km	n/a
251 km to 500 km	$255.00
501 km to 750 km	$425.00
751 km to 1,000 km	$595.00
Over 1,000 km	$680.00

The mileage shall be computed from the project to the employee's place of residence.

7.502

(a) The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the employee.

(b) The timing of such periodic leave shall be decided by mutual agreement. Living Out Allowances shall not be paid during leave periods.

7.503

(a) For the purposes of Article 7.600, the term "out-of-town project" shall be defined as meaning any project that is accessible by air or boat only, excluding ferries, or is greater than 320 kilometres and/or four (4) hours travel, including ferry travel, to the transportation terminal nearest the employee's residence.

(b) Employees residing within these limits shall be entitled to a mutually agreed leave of absence, at no cost to the Employer, of five (5) or seven (7) calendar days, to be arranged between the employee and Employer subject to the same qualifiers provided in the periodic leave.

7.504

(a) An employee who resides within the province of BC shall only receive leave if they return to the transportation terminal nearest their residence.

(b) An employee who does not reside within the province of BC shall only receive leave if they return to their point of dispatch within the province of BC.

7.505 There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.

7.506 Interpretations contained within Article 7.600 shall not be applied to any other provision contained within this Agreement.

7.600 Camp Projects

7.601 Accommodations

(a) Camp accommodations, when supplied, shall meet the standards and requirements of the BC Construction Camp Rules and Regulations, 2008-2014, as amended from time to time. An employee may refuse to live in accommodations which do not meet such standards.

(b) Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the employee.

7.602 Weekend Checkout

Any employee who is living in camp accommodations paid by the Employer may, on any weekend, vacate or check out of such accommodation and the Employer shall pay such employee twenty dollars ($20.00) per day.

(a) The employer must turn in his meal ticket or sign a checkout in advance.

(b) To qualify, an employee must work his scheduled shift prior to the weekend and/or statutory holiday and his scheduled shift after the weekend and/or statutory holiday.

7.700 Marshalling Points

7.701 On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet, up to 30 minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of 30 minutes.

7.702 Where camps are maintained, it is understood and agreed that the period from the time of departure from the marshalling point in the camp area until the time of return to that point on conclusion of work, excluding the meal period where applicable, shall be paid at the applicable straight time or overtime hourly wage rate.

ARTICLE 8.000 HIRING AND MOBILITY OF WORKFORCE

The interpretation and application of these provisions shall be consistently applied by the various Union representatives in each and every Local throughout the province. Past practice shall be superseded by the terms of this Agreement unless otherwise mutually agreed, in writing, by the Union and the Employer.

8.100 General Provisions

8.101 The term "project Local" as used within Article 8.000 shall be defined as the Local in whose jurisdiction the project is located. Notwithstanding the foregoing, if a Union signatory to this Agreement only has one (1) construction local in BC, then that Local is the project Local regardless of proximity to the project.

8.102 The term "transfer" as used within Article 8.000 shall not be misconstrued to mean the transfer of Union membership from one (1) Local to another.

8.103 Notwithstanding any/all contrary provisions of Article 8.000:

(a) The Employer may not transfer an employee from their home Local to another Local unless the employee's home Local is an affiliate member in

good standing of the Union.

(b) There shall also be no restrictions/limitations on the Employer's right to transfer an employee(s) from one (1) project to another throughout the province. When a non local resident employee(s) is transferred between two (2) out-of-town projects, such employee shall be paid the required initial and terminal travel allowance in accordance with Article 7.301, plus an additional travel allowance payable from the point of the first project to the point of the second project. The "per road kilometer" rate for the additional travel allowance shall be the same as the applicable initial and terminal allowance rate. Notwithstanding any/all contrary provisions of this Agreement, the initial travel allowance shall be payable from point of dispatch to the point of the first project, while the terminal travel allowance shall be paid from the point of the second project back to the point of dispatch.

8.200 Exempt Employees

8.201 The Employer may:

(a) transfer to the project a maximum of four (4) employees currently on the Employer's payroll, regardless of the home Local of such employees, or

(b) name request a maximum of four (4) members from any Local which is an affiliate member in good standing of the Union, or

(c) utilize a combination of transfers and name requests to a maximum of four (4) employees and/or members,

and employ such employees and/or members on the project for the duration of the project.

8.202 Employees and/or members who are transferred and/or name requested in accordance with Article 8.201 shall be defined as "exempt" employees.

8.203

(a) If the employment of an exempt employee on the project is terminated, regardless of the reason for such termination (i.e. laid off or quit), the Employer shall not be permitted to hire a replacement exempt employee.

(b) Notwithstanding Article 8.203 (a) and/or any/all contrary provisions of this Agreement, the Employer may, at any time, rehire a previously terminated exempt employee to work on the project, and in such instance such re-hired exempt employee shall regain his exempt employee designation.

(c) The rehiring of an exempt employee shall not cause any resident member of

the project Local who is employed on the project at the time of the rehire to be terminated as a result of the rehire.

8.300 Name Request Employees and Local Dispatch Employees

8.301 In addition to the exempt employees employed in accordance with Article 8.200, the Employer may also name request any/all members of the project Local who have worked for the Employer within the previous six (6) months, and employ such members on the project.

8.302

(a) In addition to the name request employees employed in accordance with Article 8.301, the Employer may also name request one (1) member of the project Local for each one (1) member of the project Local dispatched by the project Local.

(b) Thereafter, the project Local shall have the right to dispatch all remaining employees required by the Employer on the project, providing such employees are members of the project Local.

8.400 Inability of Local to Fulfill Dispatch Request

Notwithstanding Articles 8.200 and 8.300, if the project Local is unable to dispatch employees within 24 hours of the project Local's receipt of the Employer's dispatch request, the Employer may proceed as follows, but only to the extent that doing so is necessary to fulfill the Employer's dispatch request.

8.401 Transfer to the project any/all remaining employees currently on the Employer's payroll, regardless of the home Local of such employees, and/or

8.402 Choose to obtain employees elsewhere, provided that any such individuals become Union members within two (2) weeks of date of hire and remain Union members as a condition of continuing employment, and/or

8.403 Request the project Local to dispatch any/all required employees from another Local which is an affiliate member in good standing of the Union. When making such a request, the Employer shall retain the right to choose the order in which such other Local(s) are contacted. The intent of the parties is to minimize the cost to the Employer for initial and terminal travel.

8.500 Differentiation of Employee Classifications

Notwithstanding any/all contrary provisions of this Agreement, the project Local shall not make any attempt to dispatch an employee of a different employee classification than was requested by the Employer. In particular, the project Local shall not make any attempt to

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restrict or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 4.402 (a).

8.600 Reduction in Project Crew

8.601 The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.

8.602 When it is necessary for the Employer to reduce the size of the project crew, preference of continued employment shall be given to Job Stewards and resident members of the project Local. Notwithstanding the foregoing, such preference shall not supersede the right to continued employment which applies to exempt employees employed on the project in accordance with Article 8.200.

8.700 Rehiring of Injured Employees

The Employer shall give preference of re-employment to an injured employee when such employee is able to return to work, provided sufficient work is available.

8.800 Retired Members

The Union maintains its sole discretion to allocate monies from the wage package to Benefit and Pension or Industry Funds at any time during the life of the Agreement (despite any stated allocation in this Agreement). Where monies are allocated to the Benefit Fund because Bill C-30 prohibits those monies from being allocated to the Pension Fund the Pension Fund administrator will advise the Employer of the reallocation to facilitate appropriate tax reporting.

ARTICLE 9.000 JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

9.101 The Union shall notify the Employer of the appointment of all Job Stewards.

9.102 Job Stewards shall be recognized on all projects and shall not be discriminated against.

9.103 The Employer shall provide a Job Steward with sufficient time to carry out his duties.

9.104 Refer also to Article 8.602 regarding preference for continued employment of Job Stewards.

9.200 Union Representatives

Union Representatives shall have access to all projects governed by this Agreement, after

first notifying the Employer, however in no way shall such Representative(s) interfere with employees during working hours unless permission is granted.

9.300 Leave of Absence

9.301 The Employer shall grant a non-paid leave of absence to an employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business, and shall not jeopardize the employee's continued employment. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.

9.302 The parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

ARTICLE 10.000 HEALTH AND SAFETY

10.100 Safety Equipment

10.101 The employee is responsible for providing clothing needed for protection against the natural elements, general purpose work gloves and appropriate footwear, including safety footwear. The Employer shall provide, at no cost to the employee, safety headgear and all other items of personal protective equipment required pursuant to WSBC regulations. The Employer may deduct the cost of Employer supplied personal protective equipment from an employee's pay cheque if such equipment is not returned.

10.102 All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.

10.103 The Employer shall supply welders' leather vests or jackets and leather gauntlet gloves to all employees assigned to welding work, on a "charge-out" basis.

10.104 All mechanics, welders, servicemen, tire servicemen, drill doctors, steel sharpeners, bodymen painters, and mechanic and welder apprentices who request coveralls shall have these supplied and cleaned by the Employer. Employees are expected to take reasonable care of coveralls supplied. The cost of the coveralls shall be borne by the Employer.

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When requested, coveralls shall be supplied to Operating Engineers on a temporary basis when they are directed to assist those worker classifications in this Article.

10.200 Accident Prevention Regulations

10.201 The parties to this Agreement shall, at all times, comply with the accident prevention regulations of the *Workers Compensation Act* and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No employee shall be discharged because such employee fails to work under unsafe conditions as set out in the regulations.

10.202 Any refusal by an employee to abide by known WSBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline up to and including dismissal. Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.

10.203 Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.

10.300 Project Inspections

The Job Steward, or where there is a safety committee a Union representative of such committee, shall accompany the WSBC Inspector on all project inspections.

10.400 Injured or Sick Employees

10.401 The Employer shall cover all transportation costs not otherwise covered by WSBC for any employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either their point of dispatch or back to the project. The foregoing shall also apply for any employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WSBC, if the first aid attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.

10.402 If an employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Occupational First Aid Attendant recommends rest until the next day, then the injured employee shall be paid for the full shift.

10.403 The Employers agree to comply with the Employment Standards Act concerning Employees' entitlement to sick days.

10.404 Refer also to Article 8.700 and Article 11.502.

10.500 Drug and Alcohol Testing

The parties agree that a Drug and Alcohol Policy will be in effect as set forth in the CLRA/BCBCBTU model. Notwithstanding the foregoing, the Parties may adopt, on a site by site basis or to meet site specific requirements, any owner's or site specific policy that may be required to obtain site access.

ARTICLE 11.000 WORKING CONDITIONS

11.100 Harassment and Discrimination

Employees shall have the right to work in an environment free from harassment. In addition, the Parties agree that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

11.200 Project Facilities

11.201 Toilets

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be of fiberglass or rubber compound construction, and shall be cleaned out daily. Toilet paper shall be provided. There shall be a minimum of one (1) toilet for every 15 building tradespersons on a project.

11.202 Drinking Water

Where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups and salt tablets shall also be supplied.

11.203 Telephone Access

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

11.204 Clean Up Facilities

The Employer shall provide clean up facilities, hand cleaner and paper towels.

11.300 Lockup

11.301 A lockup shall be provided for employees and such lockup shall be located on the ground floor or first floor of the project. If multiple shifts are being worked, a separate lockup shall be provided for each shift. Lockups shall be used for tools, drying clothes, as a dressing room, and as a lunch room.

11.302 Each lockup shall have tool racks, tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of 15 square feet per employee.

11.303 Each lockup shall have windows and venting with adequate lighting and provision for continuous heat 24 hours a day.

11.304 The Employer shall be responsible for having the lockup(s) cleaned out daily and kept clear of building material and other construction paraphernalia.

11.400 Vehicles

No employee shall be permitted to use his own motor vehicle in a manner which is unfair to other employees and/or contrary to the best interests of the Union.

11.500 Tools, Equipment and Protective Clothing

11.501 The tools of an employee starting a new job shall be in good condition and shall be kept so on the Employer's time.

11.502 The cost of transporting an employee's tools shall be paid for by the Employer. Notwithstanding the foregoing, although employees will normally take their tools with them, when the Employer makes other arrangements for transporting an employee's tools such employee shall not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick employee to the employee's point of dispatch within five (5) business days.

11.503 If the following tools or equipment – ladder, straight edge, saw horse, stapling gun, hand clamp, power tools, or any other than ordinary tradespersons' tools, are desirable for the better carrying out of work, they shall be supplied by the Employer.

11.504 In the event an employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

11.600 Insurance

An employee shall submit an inventory of his tools and working apparel on the project to the Employer upon request, and the Employer shall replace an employee's tools and working apparel if such tools and/or working apparel are lost due to fire, burglary, or as a result of working over water or such other areas where tools cannot be retrieved.

ARTICLE 12.000 JOINT ADVISORY MANAGEMENT MEETINGS

The parties will meet to address issues of mutual interest and importance. Such meeting(s) shall be scheduled at least quarterly and on an "as needed basis". Any proposed changes to this Agreement which are mutually agreed to by the parties at such meeting(s) shall be in writing, but shall not be implemented unless/until such changes are duly ratified by the parties. The Joint Advisory Committee will be composed of the three (3) Unions signed to this collective agreement. Minutes of the meetings will be kept and distributed to the Employers and the Unions.

ARTICLE 13.000 JOINT RECOVERY PROGRAM

13.100 Process

13.101 The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. The Employer and the Union agree that 'Industry Funds' will not be enabled or reduced as a result of enabling.

13.102 If one of the Unions signatory to this agreement agree to an enablement that contains more favourable terms than is contained in this agreement for a specific project, that Union shall extend the same terms to the Employers that are signatory to this agreement for the project.

There shall be no obligation on behalf of the other Unions signatory to this agreement to extend the same enablement terms.

13.103 The Joint Recovery Program is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in this Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement.

13.200 Participation

In recognition of the close working relationship on projects between the Unions, the parties

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acknowledge the need for enabling relief to be generally consistent. As a result, the parties agree to work towards achieving this objective wherever possible. Notwithstanding the foregoing, the parties also acknowledge the individual autonomy of the Union and agree that nothing herein shall be interpreted as an agreement to limit that autonomy in any way.

Unless otherwise mutually agreed to in writing by the Union and the Employer, neither the Union nor an individual Union Local(s) shall decline to participate in good faith in the process contemplated by Article 13.000 of this Agreement. The parties expressly agree that the Union and/or an individual local(s) of the Union would be in violation of foregoing if the Union and/or an individual local(s) of the Union were to decline an Employer's enabling request pursuant to either a formal or informal (i.e. blanket) policy of refusal. Individual union members shall retain the right to refuse a dispatch to an enabled project, but neither the Union nor an individual local(s) of the Union shall encourage or otherwise counsel its members to do so.

ARTICLE 14.000 GRIEVANCE PROCEDURE

14.100 Definitions

14.101 A grievance shall be defined as any difference between the parties to this Agreement with respect to its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.

14.102 The two (2) parties to any grievance shall be the Union and the respective signatory Employer(s).

14.200 Time Limits

No grievance shall be entertained by either party or an arbitrator unless instituted by the aggrieved party within 30 calendar days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within 15 calendar days of its occurrence. An occurrence shall be each day an alleged violation continues. (The foregoing time limits do not apply to wage claims.)

14.300 Procedure

14.301 Step 1

The member accompanied by a Job Steward or Union Representative shall first discuss the grievance with the Foreperson or project superintendent, and if they agree their discussion shall be final. An Employer shall first discuss the grievance with the Union Representative.

14.302 Step 2

Failing settlement within two (2) business days of a grievance, the particulars thereof shall be set out in writing by either party and shall be delivered to the other party. If the Parties are unable to resolve the matter in Step 1, by mutual agreement the Parties shall refer the outstanding grievance to the Joint Advisory Committee. If the Joint Advisory Committee unanimously agrees to a decision, that decision shall be binding, final and unappealable. If the Parties are unable to resolve the matter within 14 calendar days, please see Step 3.

14.303 Step 3

If the grievance is not resolved pursuant to Step 2 within ten (10) business days of being set out in writing and delivered to the other party, the grievance shall be referred to arbitration by a single Arbitrator. The single Arbitrator shall be either Mr. Stan Lanyon, Q.C. or Mr. Vince Ready or Mr. Ken Saunders. However, if neither Mr. Lanyon or Mr. Ready or Mr. Saunders are available to hear the case within three (3) months the parties shall be free to mutually agree on another single Arbitrator.

ARTICLE 15.000 MANAGEMENT RIGHTS

The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this Agreement or in applicable federal or provincial legislation.

ARTICLE 16.000 SAVINGS CLAUSE

16.100 In the event that any clause, section or article of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article to persons or circumstances, other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

16.200 In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.

16.300 In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 14.000.

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ARTICLE 17.000 "CLEAN UP" OF AGREEMENT

During the preparation of this Agreement, mutually agreed upon adjustments were made to format and language in order to address/delete redundant provisions, vague language, logic, consistency, and grammar. The parties have agreed to the resulting changes and provisions.

ARTICLE 18.000 LNG WORK

It is understood and agreed that all new construction performed on LNG facilities will be at terms and conditions as stipulated in the Project Specific Agreement for LNG BC.

ARTICLE 19.000 WAGE RE-OPENER

The Unions and the Employers agree to a wage re-opener on no later than May 01, 2026 and May 01, 2027. In the event that the Union and the Employer are unable to reach a mutual agreement the parties will agree to refer the matter to binding arbitration.

SIGNATURE OF PARTIES

Signed this 23 day of April, 2025

Signed on behalf of the Employers:

KINGSTON CONSTRUCTION LTD.

DocuSigned by:
"Signature on File"
C8824F2ED2694B5...
Ken Backman, **President**

SMITH BROS. & WILSON (BC) LTD.

DocuSigned by:
"Signature on File"
BFD0D4ED601E4D0...
Murray Saunders, **EVP and CEO**

WESTERN INDUSTRIAL CONTRACTORS LTD.

DocuSigned by:
"Signature on File"
1C130AEF37604FE...
Al Macfarlane, **President**

Signed on behalf of the Unions:

CONSTRUCTION, MAINTENANCE AND ALLIED WORKERS CANADA

DocuSigned by:
"Signature on File"
D87CE3AC78524DB...
Chris Wasilenchuk, **President**

Signed by:
"Signature on File"
3092EB32554A4DF...
Jessie Gregory, **Secretary Treasurer**

CONSTRUCTION & SPECIALIZED WORKERS' UNION, LOCAL 1611

Signed by:
"Signature on File"
DB8542EE42A147B...
Manuel Alvernaz

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Signed by:
"Signature on File"
65B0E78DA0FA40D...
John Munro

OPCMIA, LOCAL 919

DocuSigned by:
"Signature on File"
9CDB631BECE84C1...
Roy Bizzutto

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SCHEDULE "A1.1" CMAW CANADA

SCHEDULE "A1.1"
CARPENTERS

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG
INSIDE LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley **Effective May 1 2025**

Schedule "A1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

				Employer Contributions							
Employee Classifications	%	Base Rate	VP/SHP (12%)	CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund	CEA	JAPlan	Joint Advisory	Total Package
Base Rates		50.05	0.12	3.00	4.39	0.40	0.40	0.25	0.01	0.02	
Journeyperson											
General Foreman (GF)	122%	61.06	7.33	3.00	4.39	0.40	0.40	0.25	0.01	0.02	76.86
Foreman (FM)	115%	57.56	6.91	3.00	4.39	0.40	0.40	0.25	0.01	0.02	72.94
Certified Journey Person (CJP)	**100%**	**50.05**	6.01	**3.00**	**4.39**	**0.40**	**0.40**	**0.25**	**0.01**	**0.02**	**64.53**
Apprentice Carpenter											
4th Term (4th)	90%	45.05	5.41	3.00	3.29	0.40	0.40	0.25	0.01	0.02	57.83
3rd Term (3rd)	80%	40.04	4.80	3.00	3.29	0.40	0.40	0.25	0.01	0.02	52.21
2nd Term (2nd)	65%	32.53	3.90	3.00	2.63	0.40	0.40	0.25	0.01	0.02	43.14
1st Term (1st)	60%	30.03	3.60	3.00	2.63	0.40	0.40	0.25	0.01	0.02	40.34
Non-Ticketed Carpenter	90%	45.05	5.41	3.00	3.95	0.40	0.40	0.25	0.01	0.02	58.49
Material Handler/Pre-Apprentice (MH/PA)	60%	30.03	3.60	3.00	0.00	0.40	0.40	0.25	0.01	0.02	37.71

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SCHEDULE "B1.1"
CARPENTERS

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
INSIDE LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley — **Effective May 1 2025**

Schedule "B1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
Employer Contributions:		**GF/FM**	**CJP**	**4th**	**3rd**	**2nd**	**1st**	**Non-Tick Carp**	**MH/PA**
CMAW Benefits	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Carpentry Workers' Pension Plan	4.39	4.39	4.39	3.29	3.29	2.63	2.63	3.95	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
Carpentry Employers Association (CEA)	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Joint Advisory	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
***Total Employer Contributions**	8.47	**8.47**	**8.47**	**7.37**	**7.37**	**6.71**	**6.71**	**8.03**	**4.08**
Employee Deductions:									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
***Total Employee Deductions**	1.14	**1.14**	**1.14**	**1.14**	**1.14**	**1.14**	**1.14**	**1.14**	**1.14**
Total Hourly Remittance to CWF	**ST**	**9.36**	**9.36**	**8.26**	**8.26**	**7.60**	**7.60**	**8.92**	**4.97**
	1.5x OT	**14.04**	**14.04**	**12.39**	**12.39**	**11.40**	**11.40**	**13.38**	**7.46**
	2x OT	**18.72**	**18.72**	**16.52**	**16.52**	**15.20**	**15.20**	**17.84**	**9.94**
Total Hourly Remittance to CMAW Locals	**ST**	**0.25**	**0.25**	**0.25**	**0.25**	**0.25**	**0.25**	**0.25**	**0.25**
	1.5x OT	**0.38**	**0.38**	**0.38**	**0.38**	**0.38**	**0.38**	**0.38**	**0.38**
	2x OT	**0.50**	**0.50**	**0.50**	**0.50**	**0.50**	**0.50**	**0.50**	**0.50**

* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".

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SCHEDULE "A2.1" CMAW CANADA

SCHEDULE "A2.1"
CARPENTERS

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG
OUTSIDE LOWER MAINLAND/FRASER VALLEY

"Outside" Lower Mainland/Fraser Valley **Effective May 1 2025**

Schedule "A2.1" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

				Employer Contributions							
Employee Classifications	%	Base Rate	VP/SHP (12%)	CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund	CEA	JAPlan	Joint Advisory	Total Package
Base Rates		48.80	0.12	3.00	4.39	0.40	0.40	0.25	0.01	0.02	
Journeyperson											
General Foreman (GF)	122%	59.54	7.14	3.00	4.39	0.40	0.40	0.25	0.01	0.02	75.15
Foreman (FM)	115%	56.12	6.73	3.00	4.39	0.40	0.40	0.25	0.01	0.02	71.32
Certified Journey Person (CJP)	**100%**	**48.80**	**5.86**	**3.00**	**4.39**	**0.40**	**0.40**	**0.25**	**0.01**	**0.02**	**63.13**
Apprentice Carpenter											
4th Term (4th)	90%	43.92	5.27	3.00	3.29	0.40	0.40	0.25	0.01	0.02	56.56
3rd Term (3rd)	80%	39.04	4.68	3.00	3.29	0.40	0.40	0.25	0.01	0.02	51.09
2nd Term (2nd)	65%	31.72	3.81	3.00	2.63	0.40	0.40	0.25	0.01	0.02	42.24
1st Term (1st)	60%	29.28	3.51	3.00	2.63	0.40	0.40	0.25	0.01	0.02	39.50
Non-Ticketed Carpenter	90%	43.92	5.27	3.00	3.95	0.40	0.40	0.25	0.01	0.02	57.22
Material Handler/Pre-Apprentice (MH/PA)	60%	29.28	3.51	3.00	0.00	0.40	0.40	0.25	0.01	0.02	36.87

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SCHEDULE "B2.1" CMAW CANADA

SCHEDULE "B2.1"
CARPENTERS

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
OUTSIDE LOWER MAINLAND/FRASER VALLEY

"Outside" Lower Mainland/Fraser Valley — **Effective May 1 2025**

Schedule "B2.1" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
Employer Contributions:		**GF/FM**	**CJP**	**4th**	**3rd**	**2nd**	**1st**	**Non-Tick Carp**	**MH/PA**
CMAW Benefits	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Carpentry Workers' Pension Plan	4.39	4.39	4.39	3.29	3.29	2.63	2.63	3.95	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
Carpentry Employers Association (CEA)	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Joint Advisory	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
***Total Employer Contributions**	8.47	**8.47**	**8.47**	**7.37**	**7.37**	**6.71**	**6.71**	**8.03**	**4.08**
Employee Deductions:									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.702							
***Total Employee Deductions**	0.89	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**
Total Hourly Remittance to CWF	**ST**	**9.36**	**9.36**	**8.26**	**8.26**	**7.60**	**7.60**	**8.92**	**4.97**
	1.5x OT	**14.04**	**14.04**	**12.39**	**12.39**	**11.40**	**11.40**	**13.38**	**7.46**
	2x OT	**18.72**	**18.72**	**16.52**	**16.52**	**15.20**	**15.20**	**17.84**	**9.94**
Total Hourly Remittance to CMAW Locals	**ST**	**Refer to Article 4.702**							
	1.5x OT	**Refer to Article 4.702**							
	2x OT	**Refer to Article 4.702**							

* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".

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APPENDIX "A"DEFINITIONS AND ABBREVIATIONS

The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

(1) BCBCBTU
Bargaining Council of British Columbia Building Trade Unions

(2) CEA of BC
Carpentry Employers Association of BC

(3) CMAW
Construction, Maintenance and Allied Workers Canada

(4) CSWU
Construction and Specialized Workers' Union Local 1611

(5) LIUNA
Laborers' International Union of North America (LiUNA Local 1611)

(6) Employee
Any individual who is a member of the Union, and/or such other person, employed by the Employer under the terms of this Agreement.

(7) Employer

(a) Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement.

(b) Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.

(8) Gender
Wherever the words "man", "men", "he" or "his" are utilized in this Agreement they shall be considered to apply equally to both genders (i.e. male and female).

(9) Hours Earned and Hours Worked

(a)	1 straight time hour	= 1 hour earned	= 1 hour worked
(b)	1 time and one-half overtime hour	= 1 ½ hours earned	= 1 hour worked
(c)	1 double time overtime hour	= 2 hours earned	= 1 hour worked

(10) Industrial Construction

(a) Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the pipefitter, it shall also be designated as an industrial construction project for CMAW carpenters.

(b) On industrial construction projects, any employee required to work underground shall receive a premium of ten percent (10%) over and above the otherwise applicable minimum hourly wage rate. The foregoing shall not apply to work performed within open ditches or basements of buildings.

(11) IUOE Local 115
International Union of Operating Engineers Local 115

(12) Labourers Local 1611
Construction and Specialized Workers' Union, CSWU Local 1611

(13) LRB
British Columbia Labour Relations Board

(14) Local
An affiliated Local of the Union.

(15) Local Resident Employee
A Local Resident shall be defined as an employee who resides within 100 road kilometres of the project or, where ferry travel is involved, within 75 minutes travel time, including ferry travel and road kilometres.

(16) Metropolitan Area: Lower Mainland/Fraser Valley
The Lower Mainland/Fraser Valley shall be inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

(17) Union

(a) CMAW, CSWU, OE's, notwithstanding the foregoing, where the term Union is used within this Agreement, such usage shall be deemed to be inclusive of, and/or applicable to, each/all of the constituent members of CMAW, CSWU, and OE's, collectively and individually.

(b) Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

(18) WSBC

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APPENDIX "B"SCHEDULE OF STATUTORY HOLIDAYS

The following schedule of statutory holidays shall be applicable to the interpretation of this Agreement.

* The Friday before Labour Day may be floated on a commercial and/or institutional project and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.

2025

Statutory Holiday	Actual Date	Observed Date
New Year's Day	Wednesday, January 1	Wednesday, January 1
Family Day	Monday, February 17	Monday, February 17
Good Friday	Friday, April 18	Friday, April 18
Easter Monday	Monday, April 21	Monday, April 21
Victoria Day	Monday, May 19	Monday, May 19
Canada Day	Tuesday, July 1	Tuesday, July 1
Friday prior to BC Day	Friday, August 1	Friday, August 1
BC Day	Monday, August 4	Monday, August 4
* Friday prior to Labour Day	Friday, August 29	Friday, August 29
Labour Day	Monday, September 1	Monday, September 1
National Day for Truth and Reconciliation	Tuesday, September 30	Tuesday, September 30
Thanksgiving Day	Monday, October 13	Monday, October 13
Remembrance Day	Tuesday, November 11	Tuesday, November 11
Christmas Day	Thursday, December 25	Thursday, December 25
Boxing Day	Friday, December 26	Friday, December 26

2026

Statutory Holiday	Actual Date	Observed Date
New Year's Day	Thursday, January 1	Thursday, January 1
Family Day	Monday, February 16	Monday, February 16
Good Friday	Friday, April 3	Friday, April 3
Easter Monday	Monday, April 6	Monday, April 6
Victoria Day	Monday, May 18	Monday, May 18
Canada Day	Wednesday, July 1	Wednesday, July 1
* Friday prior to BC Day	Friday, July 31	Friday, July 31
BC Day	Monday, August 3	Monday, August 3
* Friday prior to Labour Day	Friday, September 4	Friday, September 4
Labour Day	Monday, September 7	Monday, September 7
National Day for Truth and Reconciliation	Wednesday, September 30	Wednesday, September 30
Thanksgiving Day	Monday, October 12	Monday, October 12
Remembrance Day	Wednesday, November 11	Wednesday, November 11

Christmas Day	Friday, December 25	Friday, December 25
Boxing Day	Saturday, December 26	Monday, December 28

2027

Statutory Holiday	**Actual Date**	**Observed Date**
New Year's Day	Friday, January 1	Friday, January 1
Family Day	Monday, February 15	Monday, February 15
Good Friday	Friday, March 26	Friday, March 26
Easter Monday	Monday, March 29	Monday, March 29
Victoria Day	Monday, May 24	Monday, May 24
Canada Day	Thursday, July 1	Thursday, July 1
* Friday prior to BC Day	Friday, July 30	Friday, July 30
BC Day	Monday, August 2	Monday, August 2
* Friday prior to Labour Day	Friday, September 3	Friday, September 3
Labour Day	Monday, September 6	Monday, September 6
National Day for Truth and Reconciliation	Thursday, September 30	Thursday, September 30
Thanksgiving Day	Monday, October 11	Monday, October 11
Remembrance Day	Thursday, November 11	Thursday, November 11
Christmas Day	Saturday, December 25	Monday, December 27
Boxing Day	Sunday, December 26	Tuesday, December 28

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APPENDIX "C"CMAW CANADA TRADE SPECIFIC ITEMS

A. Employee Classifications

1. Certified Journeypersons

A Certified Journeyperson shall be defined as an individual who:

(a) possesses a valid Carpenters TQ certificate or

(b) was employed as a Journeyperson by his Employer prior to November 1, 2012.

2. Non Ticketed Carpenter (NTC)

A Non Ticketed Carpenter (NTC) shall be defined as an individual who does not possess a valid Carpenters TQ certificate and is not registered as a duly indentured Carpenter Apprentice within Canada.

3. Material Handlers/Pre-Apprentices

(a) The minimum straight time hourly wage rate for a Material Handler/Pre-Apprentice shall be 60% of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project. No Employer contribution to the Pension Plan shall be required on behalf of a Material Handler/Pre-Apprentice.

(b) The work of a Material Handler/Pre-Apprentice shall include the handling on the job site of all material or materials falling within the jurisdiction of the carpenter. A Material Handler/Pre-Apprentice shall in the case of competent workers be a possible source of future apprentices.

B. Employer Contributions

1. Pension Plan

(a) The required Employer contribution to the Pension Plan on behalf of Apprentices and Non Ticketed Carpenters shall be the applicable percentage of the required Employer contribution for Certified Journeypersons in accordance with the following schedule.

Apprentices:	1st Term and 2nd Term	60%
	3rd Term and 4th Term	75%
Non Ticketed Carpenters		90%

(b) No Employer contribution to the Pension Plan shall be required on behalf of Material Handlers/Pre-Apprentices.

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APPENDIX "D" LABOURERS LOCAL 1611 WAGE SCHEDULES

SCHEDULE "A1.6" – INDUSTRIAL PROJECTS

MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS **EFFECTIVE: MAY 1, 2025**

		Employer Contributions									
Construction Craft Labourers	**Base**	**VP/SHP (12%)**	**CSW Med. Benefits**	**CSWU Pension Plan**	**CSW Training Fund**	**CEA**	**Rehab. Plan**	**JAP**	**BCBCBTU Fund**	**Advisory Committee Fund**	**Total Pkg.**
Watchman, flagman, rodman, chainman, stakeman, confined space entry monitor, gas tester, and spark watchman	44.01	5.28	3.10	3.60	0.35	0.25	0	0.01	0	0.02	56.62
Labourer, signalman, dumpman, swamper, pumptender, cement power buggy, grinder, mixer (under 1 yard), timberman, grademan, and power and electric tool operator	44.32	5.32	3.10	3.60	0.35	0.25	0	0.01	0	0.02	56.98
Bobcat loader, instrument man – utility 1, caulked and cemented joint tile and pipelayer, manholer, concrete saw, heat fusion machine, jackhammer, and hydro broom (over 1,000 psi) (wet and dry), and 6" vibrator (when used by hand)	44.64	5.36	3.10	3.60	0.35	0.25	0	0.01	0	0.02	57.33
Signalman hook-up, rigger, vibrator, instrument man – utility 2, fallers on clearing, hydro boom (over 1,000 psi) (wet and dry), and 6" vibrator (when used by hand)	44.97	5.40	3.10	3.60	0.35	0.25	0	0.01	0	0.02	57.70
First aid attendant level 2	45.11	5.41	3.10	3.60	0.35	0.25	0	0.01	0	0.02	57.85
First aid attendant level 2 with transportation endorsement	45.24	5.43	3.10	3.60	0.35	0.25	0	0.01	0	0.02	58.00
First aid attendant level 3	45.36	5.44	3.10	3.60	0.35	0.25	0	0.01	0	0.02	58.13
Concrete specialist (top dresser finisher)	47.87	5.75	3.10	3.60	0.35	0.25	0	0.01	0	0.02	60.95
Apprentice Labourers	26.03	3.12	3.10	3.60	0.35	0.25	0	0.01	0	0.02	36.48
Carpenter helper	27.22	3.27	3.10	3.60	0.35	0.25	0	0.01	0	0.02	37.82
Premiums											
Foreman premium (payable over and above highest classification being supervised)	15%	15%									
General foreman (7% above the Foreman, or 22% above Concrete Specialist Base Rate)	22%	22%									
Caisson premium (payable below twenty-five (25) feet)	$0.50	$0.50									
Swing stage premium (payable below twenty-five (25) feet)	$0.40	$0.40									
Helicopter premium (refer to Article 21.400)	25%	25%									
Annual vacation and statutory holiday pay	12%	12%									

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SCHEDULE "F-5.5" – INDUSTRIAL PROJECTS - Benefits

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS **EFFECTIVE: MAY 1, 2025**

Employer Contributions (Calculated on hours worked)	Apprentices at: less than $22.00 per hour	Apprentices at: $23.00 per hour or more	All Other Classifications
CSW Medical and Benefits	$3.10	$3.10	$3.10
Pension Plan	$1.80	$2.60	$3.60
Total:	$4.90	$5.70	$6.70
Industry Funds:			
CSW Training Fund	$0.35	$0.35	$0.35
Rehabilitation Plan	$0.00	$0.00	$0.00
Jurisdictional Assignment Plan	$0.01	$0.01	$0.01
BCBCBTU	$0.00	$0.00	$0.00
CEA Administration Funds	$0.25	$0.25	$0.25
Advisory Committee Fund	$0.02	$0.02	$0.02
Total: Straight Time Hours Total: Time and One-Half Overtime Hours Total: Double Time Overtime Hours	$5.53 $8.30 $11.06	$6.33 $9.50 $12.66	$7.33 $11.00 $14.66
Employee Deductions (Calculated on hours worked)	**Apprentices at: less than $22.00 per hour**	**Apprentices at: $23.00 per hour or more**	**All Other Classifications**
Union Field Dues	$0.90	$0.90	$0.90
Canadian Building Trades	$0.01	$0.01	$0.01
Total: Straight Time Hours Total: Time and One-Half Overtime Hours Total: Double Time Overtime Hours	$0.91 $1.365 $1.82	$0.91 $1.365 $1.82	$0.91 $1.365 $1.82
Total Monthly Remittances (Calculated on hours worked)	**Apprentices at: less than $22.00 per hour**	**Apprentices at: $23.00 per hour or more**	**All Other Classifications**
Total: Straight Time Hours Total: Time and One-Half Overtime Hours Total: Double Time Overtime Hours	$6.44 $9.66 $12.88	$7.24 $10.86 $14.48	$8.24 $12.36 $16.48
Local 1611 Monthly Union Dues Check-off	$35.00	$35.00	$35.00

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Apprentices and trainees as required shall be hired through and in accordance with the IUOE.

The IUOE shall provide workers with the opportunity to acquire and improve the skills required for the essential and safe operation and maintenance of construction and allied equipment and to provide for tradesmen's qualification test.

The IUOE will be administered by the IUOE Joint Board.

All Operating Engineer Apprentices shall be hired through the IUOE.

In the event any dispute arises over the required hours as provided by the IUOE for training trainees in non-designated trade classifications, the Employer shall have the right of appeal but the final decision shall be made by the IUOE Joint Board.

The Employer shall notify the Administrator of the IUOE Joint Board before he discharges an Apprentice or Trainee in any trade classification.

The Parties agree that there is a need to ensure Operators are available. To that end, a joint committee of management and the Union shall be formed to initiate discussions on the process of utilizing Trainees and Apprentices in order to achieve that objective. Such discussion shall include the ratio of Trainees to Journeypersons, rates of pay and other pertinent issues.

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APPENDIX "E" OPERATING ENGINEERS LOCAL 115 WAGE SCHEDULES

SCHEDULE "A1":

HEAVY INDUSTRIAL MONETARY PACKAGE BREAKDOWN INSIDE LOWER MAINLAND/ FRASER VALLEY

Schedule "A1" shall apply to all commercial and/or institutional projects, which are located inside the Lower Mainland/Fraser Valley.

GROUP 1	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$50.52	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$6.06		
Subtotal:	**$56.58**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$66.97**		

- **Track Excavator (7 yards and up to 10 yards)**
- **Shovels, all attachments (10 yards and up to 15 yards) (Apprentice/Trainee required)**
- **Front End Loaders and Scoop Trams, all types (10 yards and up to 15 yards)**
- **Heavy Duty Mechanics, Welders, Mechanic, Electrician, Bodyperson Painters**

Schedule "A1" shall apply to all Industrial projects, which are located inside the Lower Mainland/Fraser Valley.

GROUP 2	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$50.02	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$6.00		
Subtotal:	**$56.02**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$66.41**		

- **Track Excavator (5 yards and up to 7 yards)**
- **Shovels, all attachments (7 yards and up to 10 yards) (Apprentice/Trainee required)**
- **Front End Loaders and Scoop Trams, all types (7 yards and up to 10 yards)**
- **Aerial Cableways**
- **Concrete Mixing Batch Plants (up to 250 cubic yards per hour) (Apprentice/Trainee required)**

Schedule "A1" shall apply to all Industrial projects, which are located inside the Lower Mainland/Fraser Valley.

GROUP 3	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$48.97	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$5.88		
Subtotal:	**$54.85**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$65.24**		

- **Track Excavator (3 yards and up to 5 yards}**
- **Shovels, all attachments (up to 7 yards) (Apprentice/Trainee required)**
- **Drill Doctors and Steel Sharpeners**
- **Refrigeration Mechanics**
- **Overhead and Front End Loaders, all types (5 yards and up to 7 yards)**
- **Scoop Trams and similar equipment (under 7 yards)**
- **Crawler Tractor – D10**
- **Telehandler**
-

Schedule "A1" shall apply to all Industrial projects, which are located inside the Lower Mainland/Fraser Valley.

GROUP 4	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$48.71	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$5.84		
Subtotal:	**$54.55**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$64.94**		

- **Overhead Cranes**
- **Gantry Cranes**
- **Travel Lift Drott 1000**
- **Tireperson - (vulcanizing experience)**
- **No Joint Concrete Casting Machines and similar types**
- **Mixer Mobiles (Mixer and Hoist Combination)**
- **Concrete Pumps with boom attachment (42 metres in length and over)**
- **Telehandler**

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Schedule "A1" shall apply to all Industrial projects, which are located inside the Lower Mainland/Fraser Valley.

GROUP 5	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$48.14	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$5.78		
Subtotal:	**$53.92**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$64.31**		

- **Ross Carrier**
- **Gradalls**
- **Crawler Tractors in Tandem (one operator)**
- **Rubber Tire Scrapers, all types and sizes when used in tandem (one operator)**
- **Rubber Tired Scrapers, all types (30 yards and over)**
- **Track Excavator (under 3 yards)**
- **Concrete Hopper Rail Car**
- **Mobile Concrete Pump with Boom Attachment (under 42 metres in length)**
- **Derricks**
- **Overhead and Front End Loaders, all types (up to 5 yards)**
- **Crawler Tractors D5, 6, 7, 8, 9 types**
- **Graders and Motor Patrols**
- **Rigger (Duties of the rigger are to include rigging, welding, and use of cutting torches, signal person and use of hand tools to unbolt or bolt machinery)**

Schedule "A1" shall apply to all Industrial projects, which are located inside the Lower Mainland/Fraser Valley.

GROUP 6	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$47.46	TBD	TBD
Vacation and General Holiday Pay (12%)	$5.69		
Subtotal:	**$53.15**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$63.54**		

- **Dozer Compactor**
- **Trenching Machines (Apprentice/Trainee required)**
- **Rubber Tired Scrapers (under 30 yards)**
- **Curbing Machine**
- **Concrete Spreaders or Finishing Machine Operators (all types and sizes)**
- **Drills - Quarry Master, Reich, Bucyrus Erie, Benoto and similar types**
- **Mechanical Excavator (Mobile)**
- **Screening and Washing Plants (75 yards per hour and over) (Apprentice/Trainee required)**
- **Mucking Machines (Conway 101 types)**
- **Drills - Exploration (Cable, Core, Rotary, Churn and similar}**
- **Stationary Engineer (Chief)**
- **Hydraulic Backhoes (Tractor Mounted) ("½ yard rated capacity and over)**
- **Mechanical Tamping Machines, all types**
- **Crusher Operator (Apprentice/Trainee required)**
- **Jumbo Form Setter (power driven)**
- **Air Tugger**
- **Placo Operator**
- **Ditch Witch**
- **4, 3, 2, 1 Drum Hoists**
- **Construction Material and Man Hoist**

Schedule "A1" shall apply to all Industrial projects, which are located inside the Lower Mainland/Fraser Valley.

GROUP 7	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$46.84	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$5.62		
Subtotal:	**$52.46**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**	**$10.09**	**$10.09**
TOTAL PACKAGE:	**$62.85**		

- **Tree Farmer and similar type skidders**
- **Concrete Paving Machines (Jaeger and Koehring and similar types)**
- **Service Truck Operator**
- **Cement Hogs**
- **Heavy Duty Greaser and Serviceperson**
- **Fuller Kenyon**
- **Mucking Machines (Eimco over Model 40)**
- **Conveyor Belt and Conveyor Type Loaders (Barber Greene, Kolman and similar types)**
- **Tire Serviceperson**
- **Hydraulic Slip Form Operator**
- **Locomotives (Diesel, Gas, Steam, Electric)**
- **Crawler Tractors 02, 03 and 04 types**
- **Compressors (1000 cubic feet and over)**
- **Hydra Hammers**
- **Pumps (6" and over)**
- **Compactors - self-propelled (other than on Asphalt Paving) (15 tons and over)**
- **Stationary Engineers (Shift)**
- **Crusher Top-person**
- **Concrete Mixer (1 yard and over)**
- **Hydraulic Backhoe (Tractor Mounted) (under ½ yard rating)**
- **Screening and Washing Plants (portable types) (Apprentice/Trainee required)**
- **Hiab and A-Frame Trucks and similar folding boom types**
- **Line Concrete Pumps**
- **Stinger and similar flat deck boom crane**

Schedule "A1" shall apply to all Industrial projects, which are located inside the Lower Mainland/Fraser Valley.

GROUP 8	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$41.20	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$4.94		
Subtotal:	**$46.14**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$56.53**		

- **Forklifts, Bullmoose, Hysters, similar type equipment**
- **Elevator Operator**
- **Skid Steer Loaders - Bobcat and similar type (under 1 yards)**
- **Mechanic Electrician Helper**
- **Crawler Tractors 02 types, Oliver, Cletrac, Farm Tractors (26 hip. and under)**
- **Oiler**
- **Padperson**
- **Fireperson**
- **Mechanic's Helper**
- **Compressor under 1,000 cubic feet**
- **Compactors – self-propelled {other than on Asphalt Paving) (under 15 tons)**
- **Pumps (under 6")**
- **Sheep Foot, Wobbly Wheel and similar compactors: Rate to be governed by type of towing equipment**
- **Assistant Driller**

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SCHEDULE "A2":

HEAVY INDUSTRIAL MONETARY PACKAGE BREAKDOWN OUTSIDE LOWER MAINLAND/ FRASER VALLEY

Schedule "A2" shall apply to all Industrial projects, which are located outside the Lower Mainland/Fraser Valley.

GROUP 1	**May 1, 2025**	**May 1, 2026**	**May 1, 2027**
Minimum Straight Time Hourly Wage Rate	$50.02	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$6.00		
Subtotal:	**$56.02**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$66.41**		

- **Track Excavator (7 yards and up to 10 yards)**
- **Shovels, all attachments (10 yards and up to 15 yards) (Apprentice/Trainee required)**
- **Front End Loaders and Scoop Trams, all types (10 yards and up to 15 yards)**
- **Heavy Duty Mechanics, Welders, Mechanic Electrician, Bodyperson Painters**

Schedule "A2" shall apply to all Industrial projects, which are located outside the Lower Mainland/Fraser Valley.

GROUP 2	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$49.22	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$5.91		
Subtotal:	**$55.13**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$65.52**		

- **Track Excavator (5 yards and up to 7 yards)**
- **Shovels, all attachments (7 yards and up to 10 yards) (Apprentice/Trainee required)**
- **Front End Loaders and Scoop Trams, all types (7 yards and up to 10 yards)**
- **Aerial Cableways**
- **Concrete Mixing Batch Plants (up to250 cubic yards per hour) (Apprentice/Trainee required)**

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Schedule "A2" shall apply to all Industrial projects, which are located outside the Lower Mainland/Fraser Valley.

GROUP 3	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$48.16	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$5.78		
Subtotal:	**$53.94**		
Employer Contributions:			
Union Benefit Plan	$2.75	$2.70	$2.70
Union Pension Plan	$6.40	$6.25	$6.25
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.73	$0.78	$0.78
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$64.33**		

- **Track Excavator (3 yards and up to 5 yards)**
- **Shovels, all attachments (up to 7 yards) (Apprentice/Trainee required)**
- **Drill Doctors and Steel Sharpeners**
- **Refrigeration Mechanics**
- **Overhead and Front End Loaders, all types (5 yards and up to 7 yards)**
- **Scoop Trams and similar equipment (under 7 yards)**
- **Crawler Tractor - D10**
- **Telehandler**

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Schedule "A2" shall apply to all Industrial projects, which are located outside the Lower Mainland/Fraser Valley.

GROUP 4	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$47.79	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$5.73		
Subtotal:	**$53.52**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$63.91**		

- **Overhead Cranes**
- **Gantry Cranes**
- **Travel Lift Drott 1000**
- **Tireperson - (vulcanizing experience)**
- **No Joint Concrete Casting Machines and similar types**
- **Mixer Mobiles (Mixer and Hoist Combination)**
- **Concrete Pumps with boom attachment (42 metres in length and over)**

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Schedule "A2" shall apply to all Industrial projects, which are located outside the Lower Mainland/Fraser Valley.

GROUP 5	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$47.34	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$5.68		
Subtotal:	**$53.02**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.25		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$63.41**		

- **Ross Carrier**
- **Gradalls**
- **Crawler Tractors in Tandem (one operator)**
- **Rubber Tire Scrapers, all types and sizes when used in tandem (one operator)**
- **Rubber Tire Scrapers, all types (30 yards and over)**
- **Track Excavator (under 3 yards)**
- **Concrete Hopper Rail Car**
- **Mobile Concrete Pump with Boom Attachment (under 42 metres in length)**
- **Derricks**
- **Overhead and Front End Loaders, all types (up to 5 yards)**
- **Crawler Tractors D5, 6, 7, 8, 9 types**
- **Graders and Motor Patrols**
- **Rigger (Duties of the rigger are to include rigging, welding, and use of cutting torches, signal person and use of hand tools to unbolt or bolt machinery)**

Schedule "A2" shall apply to all Industrial projects, which are located outside the Lower Mainland/Fraser Valley.

GROUP 6	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$46.65	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$5.60		
Subtotal:	**$52.25**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$62.64**		

- **Dozer Compactor**
- **Trenching Machines (Apprentice/Trainee required}**
- **Rubber Tired Scrapers (under 30 yards)**
- **Curbing Machine**
- **Concrete Spreaders or Finishing Machine Operators (all types and sizes}**
- **Drills - Quarry Master, Reich, Bucyrus**
- **Erie, Benoto and similar types**
- **Mechanical Excavator (Mole)**
- **Screening and Washing Plants (75 yards per hour and over) (Apprentice/TraineeRequired)**
- **Mucking Machines (Conway 101 types)**
- **Drills - Exploration (Cable, Core, Rotary, Churn and similar)**
- **Stationary Engineer (Chief)**
- **Hydraulic Backhoes (Tractor Mounted) "½ yard rated capacity and over)**
- **Mechanical Tamping Machines, all types**
- **Crusher Operator (Apprentice/Trainee required)**
- **Jumbo Form Setter (power driven)**
- **Air Tugger**
- **Place Operator**
- **Ditch Witch**
- **4, 3, 2, 1, Drum Hoists**
- **Construction Material and Man Hoist**

Schedule "A2" shall apply to all Industrial projects, which are located outside the Lower Mainland/Fraser Valley.

GROUP 7	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$46.02	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$5.52		
Subtotal:	**$51.54**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$61.93**		

- **Tree Farmer and similar type skidders**
- **Concrete paving machines (Jaeger and Koehring and similar types)**
- **Service Truck Operator**
- **Cement Hogs**
- **Heavy Duty Greaser and Serviceperson**
- **Fuller Kenyon**
- **Mucking Machines (Eimco over Model 40)**
- **Coveyor Belt and Coveyor Type Loaders (Barber-Greene, Kolman and similar types)**
- **Tire Serviceperson**
- **Hydraulic Slip Form Operator**
- **Locomotives (Diesel, Gas, Steam, Electric)**
- **Crawler Tractors D2, D3 and D4 types**
- **Compressors (1000 cubic feet and over)**
- **Hydra Hammers**
- **Pumps (6" and over)**
- **Compactors - self-propelled (other than on Asphalt Paving) (15 tons and over)**
- **Stationary Engineers (Shift)**
- **Crusher Top-person**
- **Concrete Mixer (1 yard and over)**
- **Hydraulic Backhoe (Tractor Mounted)**
- **(under % yard rating)**
- **Screening and Washing Plants (portable types) (Apprentice/Trainee required)**
- **Hiab and A-Frame Trucks and similar folding boom types**
- **Line Concrete Pumps**
- **Stinger and similar flat deck boom crane**

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Schedule "A2" shall apply to all Industrial projects, which are located outside the Lower Mainland/Fraser Valley.

GROUP 8	May 1, 2025	May 1, 2026	May 1, 2027
Minimum Straight Time Hourly Wage Rate	$40.38	**TBD**	**TBD**
Vacation and General Holiday Pay (12%)	$4.84		
Subtotal:	**$45.22**		
Employer Contributions:			
Union Benefit Plan	$2.75		
Union Pension Plan	$6.40		
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
Subtotal:	**$10.39**		
TOTAL PACKAGE:	**$55.61**		

- **Forklifts, Bullmoose, Hysters, similar type equipment**
- **Elevator Operator**
- **Skid Steer Loaders - Bobcat and similar type (under 1 yards)**
- **Mechanic Electrician Helper**
- **Crawler Tractors D2 types, Oliver, Cletrac, Farm Tractors (26 hip. and under)**
- **Oiler**
- **Padperson**
- **Fireperson**
- **Mechanic's Helper**
- **Compressor under 1,000 cubic feet**
- **Compactors – self-propelled (other than on Asphalt Paving) (under 15 tons)**
- **Pumps (under 6")**
- **Sheep Foot, Wobbly Wheel and similar compactors: Rate to be governed by type of towing equipment**
- **Assistant Driller**

SCHEDULE "C": EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS – PROVINCE WIDE

OE HEAVY CONSTRUCTION - INDUSTRIAL

Schedule "C" shall apply to all industrial projects province wide.

All Employer contributions and employee deductions shall be calculated and paid on the basis of "hours worked".

EMPLOYER CONTRIBUTIONS	May 1, 2025	May 1, 2026	May 1, 2027
Union Benefit Plan	$2.75	**TBD**	**TBD**
Union Pension Plan	$6.40	**TBD**	**TBD**
C.E.A.	$0.10	$0.10	$0.10
JAPlan	$0.01	$0.01	$0.01
Joint Advisory	$0.02	$0.02	$0.02
IUOETA Fund	$0.88	$0.88	$0.88
Tool Allowance Fund	$0.06	$0.06	$0.06
OE Advancement Fund	$0.17	$0.17	$0.17
TOTAL EMPLOYER CONTRIBUTIONS	$10.39		
EMPLOYEE DEDUCTIONS			
Working Dues	$0.85	$0.85	$0.85
BCBT Fund	$0.10	$0.10	$0.10
Canadian Building Trades	$0.01	$0.01	$0.01
Coalition of BC Building Trades	$0.02	$0.02	$0.02
TOTAL EMPLOYEE DEDUCTIONS	$0.98	$0.98	$0.98
Total Employer Hourly Remittances	$10.39		
All Straight Time and All Overtime Hrs	$11.24		

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SCHEDULE "B" - RATES OF PAY (CRANES) – PROVINCE WIDE

Schedule "B" shall apply to all projects province wide.

	28-May-23			29-Oct-23			28-Apr-24			4-May-25		
	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP
Group #1 - Crane Operator Rates - Conventional												
Under 20 Ton	48.43	5.81	54.24	49.47	5.94	55.41	51.32	6.16	57.48	53.25	6.39	59.64
20 - 50 Ton	49.35	5.92	55.27	50.41	6.05	56.46	52.30	6.28	58.58	54.27	6.51	60.78
51-99 Ton	49.86	5.98	55.84	50.93	6.11	57.04	52.84	6.34	59.18	54.83	6.58	61.41
100-149 Ton	50.36	6.04	56.40	51.44	6.17	57.61	53.37	6.40	59.77	55.38	6.65	62.03
150-199 Ton	50.88	6.11	56.99	51.97	6.24	58.21	53.92	6.47	60.39	55.95	6.71	62.66
200-249 Ton	51.41	6.17	57.58	52.51	6.30	58.81	54.49	6.54	61.03	56.55	6.79	63.34
250-299 Ton	51.87	6.22	58.09	52.98	6.36	59.34	54.97	6.60	61.57	57.04	6.84	63.88
300-349 Ton	53.61	6.43	60.04	54.76	6.57	61.33	56.83	6.82	63.65	58.98	7.08	66.06
350-399 Ton	55.35	6.64	61.99	56.54	6.78	63.32	58.68	7.04	65.72	60.90	7.31	68.21
400-449 Ton	57.06	6.85	63.91	58.29	6.99	65.28	60.50	7.26	67.76	62.80	7.54	70.34
450-499 Ton	58.78	7.05	65.83	60.05	7.21	67.26	62.33	7.48	69.81	64.70	7.76	72.46
Group #2 - Crane Operator Rates - Hydraulic												
Under 20 Ton	47.30	5.68	52.98	48.31	5.80	54.11	50.12	6.01	56.13	52.00	6.24	58.24
20 - 50 Ton	48.24	5.79	54.03	49.27	5.91	55.18	51.12	6.13	57.25	53.04	6.36	59.40
51-99 Ton	48.74	5.85	54.59	49.78	5.97	55.75	51.65	6.20	57.85	53.59	6.43	60.02
100-149 Ton	49.26	5.91	55.17	50.31	6.04	56.35	52.20	6.26	58.46	54.16	6.50	60.66
150-199 Ton	49.77	5.97	55.74	50.84	6.10	56.94	52.75	6.33	59.08	54.74	6.57	61.31
200-249 Ton	50.63	6.08	56.71	51.72	6.21	57.93	53.66	6.44	60.10	55.68	6.68	62.36
250-299 Ton	51.48	6.18	57.66	52.58	6.31	58.89	54.56	6.55	61.11	56.62	6.79	63.41
300-349 Ton	53.19	6.38	59.57	54.33	6.52	60.85	56.38	6.77	63.15	58.51	7.02	65.53
350-399 Ton	54.86	6.58	61.44	56.04	6.72	62.76	58.16	6.98	65.14	60.36	7.24	67.60
400-449 Ton	56.57	6.79	63.36	57.79	6.93	64.72	59.98	7.20	67.18	62.26	7.47	69.73
450-499 Ton	58.27	6.99	65.26	59.53	7.14	66.67	61.79	7.41	69.20	64.14	7.70	71.84
Other Classifications												
Tower Cranes												
1. Over 10 Ton	48.49	5.82	54.31	49.53	5.94	55.47	51.39	6.17	57.56	53.32	6.40	59.72
2. Under 10 Ton	48.00	5.76	53.76	49.03	5.88	54.91	50.87	6.10	56.97	52.78	6.33	59.11
Tradespeople												
Welders, Electricians	47.97	5.76	53.73	49.00	5.88	54.88	50.83	6.10	56.93	52.74	6.33	59.07
Mechanics	48.47	5.82	54.29	49.51	5.94	55.45	51.87	6.22	58.09	54.32	6.52	60.84
Riggers	46.16	5.54	51.70	47.15	5.66	52.81	48.91	5.87	54.78	50.74	6.09	56.83
Drivers	45.90	5.51	51.41	46.88	5.63	52.51	48.63	5.84	54.47	50.45	6.05	56.50
Self-Erect Cranes and Man and Material Hoists	45.50	5.46	50.96	46.47	5.58	52.05	48.20	5.78	53.98	50.00	6.00	56.00
Other Rates												
Kangaroo 1500	48.49	5.82	54.31	49.53	5.94	55.47	51.39	6.17	57.56	53.32	6.40	59.72
Kangaroo 750	48.00	5.54	53.76	49.03	5.88	54.91	50.87	6.10	56.97	52.78	6.33	59.11
Derricks	46.16	5.54	51.70	47.15	5.66	52.81	48.91	5.87	54.78	50.74	6.09	56.83
Yardperson	41.74	5.01	46.75	42.63	5.12	47.75	44.21	5.31	49.52	45.85	5.50	51.35

The Parties agree that the rates will be as negotiated between the BCBCBTU and the CLR.

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PREMIUMS

1. Crane Premium:

   On all cranes over 499 tons, the hourly rate shall be increased by two cents ($0.02) for each ton.

   Kangaroo Model 1500

   An Operator required to operate with boom length over one hundred and thirty (130) feet shall have their hourly rate increased by twenty-five cents ($0.25) per hour

2. First Aid Premium:

   When an employee is designated First Aid Person by the Employer, the employee shall have their regular hourly rate increased by the following schedule:

   Level 3: - $0.65 per hour

   Level 2: - $0.55 per hour (with transportation endorsement)

   Level 1: - $0.45 per hour

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APPENDIX "F" CEMENT MASONS LOCAL 919 WAGE SCHEDULE

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG.

Tri Party Inside Lower Mainland/Fraser Valley Industrial Effective May 1, 2025

				Employer Contributions						
Employee Classifications	**%**	**Base Rate**	**VP/SHP (12%)**	**Benefit Plan**	**Pension Plan**	**Appr. And TP**	**CEA**	**Joint Adv**	**JA Plan**	**Total Package**
Journeyperson										
Foreman (FM)	115%	55.02	6.60	2.80	5.50	0.55	0.25	0.02	0.01	70.752
Leadhand (LH)		48.14	5.78	2.80	5.50	0.55	0.25	0.02	0.01	63.050
Journey Person (JP)	**100%**	**47.84**	**5.74**	**2.80**	**5.50**	**0.55**	**0.25**	**0.02**	**0.01**	62.714
Cement Mason Apprentice or Uncertified Cement Mason										
6th Term or Level 6	95%	45.45	5.45	2.80	4.95	0.55	0.25	0.02	0.01	59.485
5th Term or Level 5	90%	43.06	5.17	2.80	4.95	0.55	0.25	0.02	0.01	56.806
4th Term or Level 4	85%	40.67	4.88	2.80	4.95	0.55	0.25	0.02	0.01	54.127
3rd Term or Level 3	80%	38.27	4.59	2.80	4.95	0.55	0.25	0.02	0.01	51.447
2nd Term or Level 2	75%	35.88	4.31	2.80	4.95	0.55	0.25	0.02	0.01	48.768
1st Term or Level 1	70%	33.49	4.02	2.80	4.95	0.55	0.25	0.02	0.01	46.089
Pre-Apprentice	45%	21.53	2.58	n/a	n/a	0.55	0.25	0.02	0.01	24.943

All rates and schedules contained with this Agreement shall not be changed during the life of this Agreement without prior mutual agreement, in writing, of the parties. Such mutal agreement shall not be unreasonably withheld.

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Tri Party - Inside Lower Mainland/Fraser Valley Industrial — Effective May 1, 2025

		Employee Classification									
Employer Contributions:		**FM**	**LH**	**CJP**	**6**	**5**	**4**	**3**	**2**	**1**	**PA**
Cement Masons' Welfare Trust Fund		2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	n/a
Union Pension Plan		5.50	5.50	5.50	4.95	4.95	4.95	4.95	4.95	4.95	n/a
Apprenticeship and Trade Promotion		0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55
CEA Dues		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
JA Plan		0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Joint Advisory		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
***Total Employer Contributions**		**9.130**	**9.130**	**9.130**	**8.580**	**8.580**	**8.580**	**8.580**	**8.580**	**8.580**	**0.830**
† Employee Deductions:											
Field Dues (Local + International)		1.86	1.86	1.86	1.62	1.62	1.62	1.62	1.62	1.62	0.75
Apprenticeship Training (after tax)		n/a	n/a	n/a	1.00	1.00	1.00	1.00	1.00	1.00	n/a
*** Total Employee Deductions:**		**1.861**	**1.861**	**1.861**	**2.624**	**2.624**	**2.624**	**2.624**	**2.624**	**2.624**	**0.748**
***Total Hourly Remittance**	**ST**	**10.991**	**10.991**	**10.991**	**11.204**	**11.204**	**11.204**	**11.204**	**11.204**	**11.204**	**1.578**
	1.5 x OT	**16.487**	**16.487**	**16.487**	**16.806**	**16.806**	**16.806**	**16.806**	**16.806**	**16.806**	**2.367**
	2xOT	**21.983**	**21.983**	**21.983**	**22.408**	**22.408**	**22.408**	**22.408**	**22.408**	**22.408**	**3.157**

** All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".*

† Employee deductions may be changed at the discretion of the Union upon providing CEA with sixty (60) calendar days' written notice.

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

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MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG.

Tri Party - Outside Lower Mainland/Fraser Valley Industrial — Effective May 1, 2025

				Employer Contributions						
Employee Classifications	**%**	**Base Rate**	**VP/SHP (12%)**	**Benefit Plan**	**Pension Plan**	**Appr. And TP**	**CEA**	**Joint Adv**	**JA Plan**	**Total Package**
Journeyperson										
Foreman (FM)	115%	53.66	6.44	2.80	5.50	0.55	0.25	0.02	0.01	69.231
Leadhand (LH)		46.96	5.64	2.80	5.50	0.55	0.25	0.02	0.01	61.728
Journey Person (JP)	**100%**	**46.66**	**5.60**	**2.80**	**5.50**	**0.55**	**0.25**	**0.02**	**0.01**	61.392
Cement Mason Apprentice or Uncertified Cement Mason										
6th Term or Level 6	95%	44.33	5.32	2.80	4.95	0.55	0.25	0.02	0.01	58.229
5th Term or Level 5	90%	42.00	5.04	2.80	4.95	0.55	0.25	0.02	0.01	55.616
4th Term or Level 4	85%	39.66	4.76	2.80	4.95	0.55	0.25	0.02	0.01	53.003
3rd Term or Level 3	80%	37.33	4.48	2.80	4.95	0.55	0.25	0.02	0.01	50.389
2nd Term or Level 2	75%	35.00	4.20	2.80	4.95	0.55	0.25	0.02	0.01	47.776
1st Term or Level 1	70%	32.66	3.92	2.80	4.95	0.55	0.25	0.02	0.01	45.163
Pre-Apprentice	45%	21.00	2.52	n/a	n/a	0.55	0.25	0.02	0.01	24.348

All rates and schedules contained with this Agreement shall not be changed during the life of this Agreement without prior mutual agreement, in writing, of the parties. Such mutal agreement shall not be unreasonably withheld.

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Tri Party - Outside Lower Mainland/Fraser Valley Industrial Effective May 1, 2025

		Employee Classification									
Employer Contributions:		**FM**	**LH**	**CJP**	**6**	**5**	**4**	**3**	**2**	**1**	**PA**
Cement Masons' Welfare Trust Fund		2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	n/a
Union Pension Plan		5.50	5.50	5.50	4.95	4.95	4.95	4.95	4.95	4.95	n/a
Apprenticeship and Trade Promotion		0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55
CEA Dues		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
JA Plan		0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Joint Advisory		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
***Total Employer Contributions**		**9.130**	**9.130**	**9.130**	**8.580**	**8.580**	**8.580**	**8.580**	**8.580**	**8.580**	**0.830**
† Employee Deductions:											
Field Dues (Local + International)		1.83	1.83	1.83	1.59	1.59	1.59	1.59	1.59	1.59	0.72
Apprenticeship Training (after tax)		n/a	n/a	n/a	1.00	1.00	1.00	1.00	1.00	1.00	n/a
*** Total Employee Deductions:**		**1.832**	**1.832**	**1.832**	**2.590**	**2.590**	**2.590**	**2.590**	**2.590**	**2.590**	**0.720**
***Total Hourly Remittance**	**ST**	**10.962**	**10.962**	**10.962**	**11.170**	**11.170**	**11.170**	**11.170**	**11.170**	**11.170**	**1.550**
	1.5 x OT	**16.443**	**16.443**	**16.443**	**16.755**	**16.755**	**16.755**	**16.755**	**16.755**	**16.755**	**2.326**
	2xOT	**21.924**	**21.924**	**21.924**	**22.340**	**22.340**	**22.340**	**22.340**	**22.340**	**22.340**	**3.101**

** All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".*

† Employee deductions may be changed at the discretion of the Union upon providing CEA with sixty (60) calendar days' written notice.

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

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APPENDIX "G"LETTER OF INTERPRETATION RE: MEAL BREAKS

The following terms and conditions shall supersede any/all contrary application and/or interpretation of the Industrial Agreement. In particular, the parties agree that the provisions of this Letter of Interpretation are applicable only on shifts in excess of ten (10) hours. Where mutual agreement is referenced within this Letter of Interpretation, the voluntary consent of the majority of employees on a crew shall be required in order for such agreement to have been achieved.

A. Shifts in Excess of Ten (10) Hours

The parties agree that shifts in excess of ten (10) hours occur as a result of either a "Scheduled Shift" or an "Unscheduled Overtime Shift". Each of these Shifts is defined below by way of an example. Such definitions shall apply only for the purposes of this Letter of Interpretation.

1. Scheduled Shifts

When an employee commences work on a shift in excess of ten (10) hours and such employee only works the originally scheduled hours, such a shift would be defined as a Scheduled Shift. For example, the shift is scheduled to be 11 hours, and the employee only works 11 hours.

2. Unscheduled Overtime Shifts

a. When an employee commences work on a shift in excess of ten (10) hours, but such employee ultimately works more than the originally scheduled hours, such a shift would be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be 11 hours, but the employee ultimately works 12 hours.

b. When an employee commences work on a shift of ten (10) hours or less, but such employee ultimately works in excess of ten (10) hours, such a shift would also be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eight (8) hours, but the employee ultimately works 11 hours.

B. Objective

The objective of this Letter of Interpretation is to address the practical differences between providing for second (and subsequent) meal breaks on Scheduled Shifts in excess of ten (10) hours, and providing for second (and subsequent) meal breaks on Unscheduled Overtime Shifts in excess of ten (10) hours.

C. Paid Meal Breaks and Hot Meals

Notwithstanding any/all contrary interpretation of this Letter of Interpretation, the second, third, and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. Notwithstanding the foregoing,

in the event that a hot meal is not supplied, the Employer shall pay a twenty-five dollar ($25.00) meal allowance to each affected employee in lieu thereof.

D. Meal Breaks on Scheduled Shifts

1. Scheduled Shifts in Excess of Ten (10) Hours

Two (2) meal breaks of one-half (½) hour each shall be provided on all Scheduled Shifts in excess of ten (10) hours, up to and including 12 hours.

a. The first one-half (½) hour meal break shall be scheduled as near as is practical to the one-third (⅓) point of the shift and shall not be considered as time worked/earned.

b. The second one-half (½) hour meal break shall be scheduled as near as is practical to the two-thirds (⅔) point of the shift and shall not be considered as time worked/earned.

c. Example – Scheduled Shift of 12 Hours

4.0 hours	8:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
4.0 hours	12:30 pm to 4:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	4:30 pm to 5:00 pm	second meal break (payable at straight time)
4.0 hours	5:00 pm to 9:00 pm	work (straight time or overtime as the day/shift warrants)

2. Scheduled Shifts in Excess of 12 Hours

Three (3) meal breaks of one-half (½) hour each shall be provided on all Scheduled Shifts in excess of 12 hours, up to and including 16 hours.

a. The first one-half (½) hour meal break shall be scheduled as near as is practical to the one-quarter (¼) point of the shift and shall not be considered as time worked/earned.

b. The second one-half (½) hour meal break shall be scheduled as near as is practical to the one-half (½) point of the shift and shall not be considered as time worked/earned.

c. The third one-half (½) hour meal break shall be scheduled as near as is practical to the three-quarters (¾) point of the shift and shall not be considered as time worked/earned.

d. Example – Scheduled Shift of 14 Hours

3.5 hours	8:00 am to 11:30 am	work (straight time or overtime as the day/shift warrants)
0.5 hours	11:30 am to 12:00 noon	first meal break (not paid)
3.5 hours	12:00 noon to 3:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	3:30 pm to 4:00 pm	second meal break (payable at straight time)
3.5 hours	4:00 pm to 7:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	7:30 pm to 8:00 pm	third meal break (payable at straight time)
3.5 hours	8:00 pm to 11:00 pm	work (overtime as the day/shift warrants)

E. Meal Breaks on Unscheduled Overtime Shifts

The parties acknowledge that it is the "unscheduled" nature of an Unscheduled Overtime Shift that complicates the process of definitively scheduling meal breaks on such shifts.

Option #1 – Early Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift occurs early enough after the commencement of such shift to allow for the application of either item D1 or D2, such application shall prevail. For example, employees report to the project and commence work on an eight (8) hour shift, however, prior to eight (8) hours of work being completed it is determined that unscheduled overtime will be required. This unscheduled overtime will extend the shift to a total of 12 hours. In such a situation, the example schedule provided for in item D1 would apply. The same would be true even if the original shift was a nine (9) hour or ten (10) hour shift.

Option #2 – Late Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift does not occur early enough after the commencement of such shift to allow for the application of either item D1 or D2, either the default provision or flexible provision (see below for details) shall apply. For example, employees report to the project and commence work on a ten (10) hour shift. However, it is not determined that unscheduled overtime will be required until nine and one-half (9 ½) hours of the shift has already been worked. As a result, it is impossible to take the second meal break after eight (8) hours.

a. Default Provision

The Option #2 default provision is for the second meal break to take place as quickly as practical after the determination that unscheduled overtime will be required. For example, employees report to the project and commence work on a ten (10) hour shift. However, after nine and one-half (9 ½) hours of work has been completed it is determined that two (2) hours of unscheduled overtime will be required. In such a situation, the second meal break would take place immediately, providing this can be accomplished without any significant negative impact on the efficiency of the work being performed.

b. Flexible Provision

The Option #2 flexible provision requires the Employer (or the on-site representative of the Employer) to first achieve the mutual agreement of the majority of the affected employees. If this is not possible, then the default provision shall prevail. The intent of the flexible provision is to provide both the Employer and employees with the ability to adjust the scheduling of second and subsequent meal breaks to the realities of the project and work being performed. The typical application of the flexible provision would be to delay the second meal break until the conclusion of work on the shift.

For example, employees report to the project and commence work on a ten (10) hour shift. However, after ten (10) hours of work has been completed it is determined that one-half (½) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with all of the affected employees in order to determine if a majority of the crew wishes to delay the second meal break until after the one-half (½) hour of

unscheduled overtime has been completed. If mutual agreement is achieved, the following schedule would prevail. If mutual agreement is not achieved, the default provision would prevail.

5.0 hours	7:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
5.0 hours	12:30 pm to 5:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	5:30 pm to 6:30 pm	work (overtime)
0.5 hours	6:30 pm to 7:00 pm	second meal break (payable at straight time)

The typical application of this schedule would allow for employees to depart for home at 6:30 pm, and be paid the twenty-five dollar ($25.00) allowance in lieu of the hot meal.

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APPENDIX "H" LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

The parties hereby agree that the following terms and conditions shall supersede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement. Such terms and conditions shall be referenced within the CMAW Craft Carpenters Standard Industrial Agreement, and shall be deemed to pertain thereto and be a part thereof. The effective date of this Letter of Understanding shall be April 1, 2007.

A. Overview

Except as otherwise provided herein, an apprentice shall be required to successfully complete both the required technical training and required hours worked in order to advance from one (1) term of apprenticeship to the next. An apprentice shall work under the supervision of a journeyperson carpenter throughout the duration of his/her apprenticeship.

B. Technical Training

An apprentice shall be required to successfully complete four (4) terms of technical training in order to become a journeyperson carpenter. All technical training shall be provided by a government recognized training institution unless otherwise agreed to, in writing, by the parties.

1. Successful completion of one (1) term of technical training annually is a fundamental component of a carpenter apprenticeship and every apprentice shall take all reasonable steps to fulfill this obligation. An Employer shall never discourage an apprentice from attending technical training.

2. An apprentice shall, within one (1) month of commencing his/her apprenticeship, formally register for as many terms of technical training as is permitted by the local area training institution. In doing so, the apprentice shall make a sincere attempt to ensure that the scheduling of such training is, to the greatest extent possible, consistent with the objectives of item B1.

3.

   a. After formally registering for technical training pursuant to item B2, an apprentice shall not change the scheduled registration dates unless forced to do so for appropriate personal reasons. In such event, the apprentice shall formally re-register for as many of the remaining terms of technical training as is permitted by the local area training institution, and shall do so in a manner consistent with the standard provided for in item B2.

   b. Appropriate personal reasons shall be defined as legitimate and serious matters concerning the personal health of the apprentice and/or a member of his/her immediate family.

4.

a. The parties acknowledge that there may be a considerable time lag between the "last day of class" for an apprentice in a given term of technical training, and the day when such apprentice finally receives documentation verifying successful completion of such technical training. As a result, an apprentice shall be deemed to have "successfully completed" a term of technical training effective the first work day following his/her "last day of class".

b. Notwithstanding the foregoing, the Employer reserves the right to delay implementation of an apprentice's advancement from one term to the next pending receipt of appropriate verifying documentation. However, upon receipt of such verifying documentation, the Employer shall process the corresponding required wage increase for the apprentice retroactive to the date the Employer received the required written notification (refer to item F2) from the Union.

C. Hours Worked

An apprentice shall be required to successfully complete 6,480 hours worked in order to become a journeyperson carpenter. Such hours worked shall be divided into four (4) terms of 1,620 hours worked per term. Notwithstanding the foregoing,

1. In the event that the ITA increases/decreases the duration of a carpenter apprenticeship from the currently applicable 6,480 hours worked, the provisions of this Letter of Understanding shall also be changed, as needed, to remain consistent with the revised duration.

2. An apprentice shall receive credit for hours worked prior to joining the Union where such work falls within the jurisdiction of a carpenter. Notwithstanding the foregoing, an apprentice shall not receive credit for such hours until he/she is able to produce documentation verifying the completion of such work. Upon receipt by the Union, such documentation shall be retained on file. An apprentice shall also receive credit for 625 hours worked upon successful completion of a government recognized pre-apprenticeship training program.

D. Wage Rates

The minimum straight time hourly wage rate for an apprentice shall be calculated as a percentage of the applicable minimum straight time hourly wage rate for a journeyperson on the project in accordance with the following schedule.

1st Term 60% 2nd Term 65% 3rd Term 80% 4th Term 90%

E. Classification

The parties agree that the classification of an apprentice or journeyperson should be generally consistent with such individual's skills, abilities and experience. As a result, the parties further agree that both the Union and the Employer shall at all times act prudently when classifying an apprentice or journeyperson. To this end, the classification of apprentices and/or journeypersons shall be governed as follows.

1. The Union shall be responsible for the initial classification of any apprentice who is indentured to the Union, or a Union controlled Board, Association or Society. Likewise, the Employer shall be responsible for the initial classification of any apprentice who is

indentured to such Employer, or an Employer controlled Board, Association or Society.

2.

a. The initial classification of an apprentice shall require consideration of both the apprentice's prior technical training and work experience. Notwithstanding the foregoing, if an apprentice is indentured to the Union or a Union controlled Board, Association or Society, the Union may initially classify such apprentice strictly on the basis of hours worked, providing such hours worked are consistent with the terms of item C2.

b. Where the Union initially classifies an apprentice strictly on the basis of hours worked, the Employer must be notified accordingly, in writing, prior to the dispatch of such apprentice. Thereafter, the Employer retains the unfettered right to decline such dispatch and/or to terminate the employment of such apprentice, if in the opinion of the Employer, the apprentice's classification is inconsistent with his/her skills, abilities and experience.

3. Subsequent to the initial classification of an apprentice, all advancement from one term to the next shall be strictly governed by this Letter of Understanding. As a result, an apprentice who was initially classified strictly on the basis of hours worked shall not be automatically entitled to advancement until such time as the apprentice has successfully completed all of the otherwise required technical training.

4. No individual shall be classified as a journeyperson carpenter subsequent to April 1, 2007 unless such an individual has obtained a government recognized Carpenters Trade Qualification (TQ) Certificate. Notwithstanding the foregoing, an individual who has not obtained a TQ certificate may still be classified as a journeyperson carpenter by the Union providing such individual has clearly demonstrated that they possess the skills, ability and practical work experience commensurate with such classification. Nevertheless, an Employer may, at their sole discretion, reject the dispatch and/or terminate the employment of such an individual if the Employer disagrees with the Union's assessment for any reason.

5. No existing apprentice shall have his/her existing wage rate (effective March 31, 2007) reduced as a result of the application of this Letter of Understanding. Notwithstanding the foregoing, all subsequent advancements from one term to the next shall be strictly governed by this Letter of Understanding, and the parties acknowledge that this policy could result in the classification of an apprentice remaining unchanged for a considerable period of time.

F. Advancement Criteria

The parties acknowledge that an apprentice may be prevented from successfully completing the required technical training on an annual basis due to lengthy "wait lists" at certain training institutions. The parties further acknowledge that each apprentice is solely responsible for ensuring that he/she remains formally registered for as many terms of technical training as is permitted by his/her local training institution throughout the entire duration of his/her apprenticeship. In recognition of these acknowledgements, the following advancement criteria shall apply.

1. Except as otherwise provided herein, an apprentice shall not advance to a higher classification until/unless such apprentice:

   - has successfully completed the required hours worked, and
   - has successfully completed the required technical training, and
   - is formally registered for technical training to the extent required herein.

   Refer to item F2 for additional clarification.

2. The effective date of an apprentice's advancement from one term to the next shall be the date upon which the apprentice's Employer receives written notification from the Union advising that the apprentice has successfully fulfilled all of the required advancement criteria. Notwithstanding the foregoing, if an apprentice is indentured directly to his/her Employer, the effective date of the apprentice's advancement from one term to the next shall be the date upon which the apprentice actually fulfills all of the required advancement criteria.

   a. In order for an apprentice to advance from 1st Term to 2nd Term, such apprentice shall first successfully complete a minimum total of 1,620 hours worked, and be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, and be formally registered for as many of the additional terms of technical training as is permitted by the local area training institution.

   b. In order for an apprentice to advance from 2nd Term to 3rd Term, such apprentice shall first successfully complete a minimum total of 3,240 hours worked, and at least one (1) term of technical training, and be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, and be formally registered for as many of the additional terms of technical training as is permitted by the local area training institution.

   c. In order for an apprentice to advance from 3rd Term to 4th Term, such apprentice shall first successfully complete a minimum total of 4,860 hours worked, and at least two (2) terms of technical training, and be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, and be formally registered for as many of the additional terms of technical training as is permitted by the local area training institution.

   d. In order for an apprentice to advance from 4th Term to the status of journeyperson carpenter, such apprentice shall first successfully complete a minimum total of 6,480 hours worked and all four (4) terms of technical training, and shall additionally obtain a government recognized Carpenter Trade Qualification Certificate and/or pass the carpenter Red Seal exam.

3. Notwithstanding items F1 and F2, an Employer may, at their sole discretion, advance an apprentice to a higher classification absent successful completion of the required technical training and/or hours worked and/or registration status, however the Union shall not make any unreasonable effort to persuade an Employer to do so nor discriminate against an Employer in any way for not doing so. Notwithstanding the foregoing, a subsequent Employer shall retain the right to return such apprentice to his/her proper classification.

4.

a. Notwithstanding items F1 and F2, an apprentice shall not be denied advancement from one term to the next solely because the apprentice was prevented from attending technical training for reasons completely beyond his/her control. Notwithstanding the foregoing, all other advancement criteria would apply, and each advancement shall be treated as separate and distinct with respect to the application of this exception.

b. Examples of "reasons completely beyond his/her control" would include the last minute cancellation of technical training by the institution, the verified refusal of an Employer to release an apprentice from employment, and/or any other similar circumstance. Notwithstanding the foregoing, the parties agree that relatively common/routine: illness, transportation problems, scheduling inconveniences, and/or family related concerns do not constitute reasons completely beyond his/her control.

G. Supporting Documentation

1. The Union shall provide an Employer, upon request, with sufficient evidence to support the Union's classification of an apprentice. The Employer's request shall be in writing and shall be delivered to the Union via fax or email, with a copy to the Employer. Such evidence would include any/all documentation necessary to substantiate that the apprentice:

   - has successfully completed pre-apprenticeship training, and/or
   - has successfully completed the required hours worked, and/or
   - has successfully completed the required technical training, an/or
   - is formally registered for additional technical training to the extent required herein, and/or
   - had appropriate personal reason(s) for changing previously scheduled technical training registration dates, and/or
   - was prevented from attending technical training for reasons completely beyond his/her control.

2. Notwithstanding item G1, the Union's classification of an apprentice shall not be effective until the Employer receives the requested evidence, except as otherwise provided for in item B4. However, in the event the Union's classification was implemented prior to the Employer making the request, such classification may be reversed at the Employer's discretion pending receipt of the requested evidence. The Negligent incorrect classification of any apprentice or journeyperson by the Union shall be appropriate grounds for a grievance by the Employer.

H. Indentureship

1. An apprentice may be indentured directly with the Union, an individual Employer, or a Board and/or Association and/or Society directly related to either the Union and/or an individual Employer(s).

   a. Where an apprentice is indentured to the Union or a Union controlled Board,

Association or Society, the Union shall track the apprentice's progress and shall notify the apprentice's Employer whenever a change of classification is warranted. Changes in classification shall be effective as of the date such notification is received.

b. Where an apprentice is indentured to an individual Employer or an Employer controlled Board, Association or Society, the Employer shall track the apprentice's progress and shall notify the Union whenever a change in classification is warranted. Changes in classification shall be effective as of the date such change was warranted.

2. Employers shall grant preference of continued employment and/or re-employment to an indentured apprentice in recognition of the apprentice's need to complete the required hours worked.

I. Dispute Resolution

Any dispute(s) which may arise in relation to the terms of this Letter of Understanding shall be resolved within three (3) business days by mutual agreement between one (1) representative from the Employer and one (1) representative from CMAW. Notwithstanding the foregoing, where a mutually agreed resolution has not been reached within five (5) business days, the disputed matter shall be referred to an LRB Associate Chair, for final and binding resolution.

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APPENDIX "I" LIST OF SIGNATORY EMPLOYERS

The Employer recognizes the Unions as the exclusive bargaining agent for all employees in the bargaining unit, and the Unions recognizes Kingston Construction Ltd., Smith Bros. & Wilson (BC) Ltd., and Western Industrial Contractors Ltd. as the Employers representative.

1. Kingston Construction Ltd.
2. Smith Bros. & Wilson (BC) Ltd.
3. Western Industrial Contractors Ltd.